



Department of Commerce

COMPETITIVE SOLICITATION Request for Qualifications RFQ #WF2021

Title: Commerce WorkFirst Programs

Contract Performance Period: July 1, 2019, or Date of Execution through June 30, 2021

Application Due Date: All proposals must be received in their entirety by 5:00 p.m. (PST), February 7, 2019, unless an Amendment is issued modifying the RFQ schedule.

Submit Applications to: Sherrilyn Reed, RFQ Coordinator
comRFQWF#2021@commerce.wa.gov

Solicitation and Amendments will be posted on both:

Commerce Procurement Website: <https://www.commerce.wa.gov/servingcommunities/current-opportunities/>

WEBS Website: <https://fortress.wa.gov/ga/webs/>

Applicable WEBS Commodity Codes: 952-15 Case Management/Human Services
952-39 Employment Generating Activities/
Human Services

Commerce WorkFirst Programs
Request for Qualifications
RFQ #WF2021

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LIST OF EXHIBITS

Notice of Intent Form	Exhibit A
Application	Exhibit B
Client Services Contract / Terms and Conditions (Sample)	Exhibit C
Scope of Work (Sample)	Exhibit D
Program Guidelines (Sample)	Exhibit E
Commerce Service Areas	Exhibit F

Commerce WorkFirst Programs Request for Qualifications

SECTION 1: INTRODUCTION & BACKGROUND

Washington State's Department of Commerce (Commerce) opens this statewide competitive opportunity for qualified and experienced businesses interested in administering Commerce's WorkFirst Programs serving both Temporary Assistance to Needy Families (TANF) Participants and TANF Limited English Proficient (LEP) Participants who may be at any English level. The purpose of this Request for Qualifications (RFQ) is to solicit competitive applications from businesses who will provide high-quality case management and employment and training services to both populations. Selected applicants must also be able to work successfully in coordination with other organizations that serve TANF Participants and TANF LEP Participants to ensure strong public/private partnerships, maximize community resources, create a seamless service delivery system, and provide the best value for funded services.

Washington TANF is supported with federal dollars awarded to the Department of Social and Health Services (DSHS) who contracts with the Department of Commerce to administer the Commerce WorkFirst Programs.

The Revised Code of Washington (RCW) 39.26 requires all state agencies to acquire goods and services through a process of competition. Commerce, will contract statewide with regional, local, and tribal entities to establish work-based training opportunities designed to enable participants to learn new skills, find employment, and achieve wage progression.

Applicants can function as a single contractor or as a consortium, i.e., subcontracting work out to other entities within Commerce's local service area(s). Applicants should be prepared to provide services at or near the proximity to the local DSHS Community Services Office (CSO).

Submission of the RFQ Application provides the necessary considerations for vendor selection but does not bind Commerce to contract with the apparent successful applicants.

1. Background

Washington State WorkFirst is a time-limited program that provides temporary financial assistance for families with dependent children when the parents or other responsible relatives cannot provide for the children's basic needs. In 1998, the Commerce WorkFirst Program was available in every county in Washington State. WorkFirst is a collaborative effort of case managers, businesses and community partner agencies to provide work-based learning opportunities that lead to employment.

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2. Program Overview

The Commerce WorkFirst Programs are referral-based and referrals are generated from DSHS.

- a. In State Fiscal Year (SFY) 2017 (July 1, 2016 – June 30, 2017), Commerce WorkFirst Programs provided services across the state to over 4,600 participants.
- b. In State Fiscal Year (SFY) 2018 (July 1, 2017 – June 30, 2018), provided services statewide to over 3,700 participants

The programs offer services and activities to help participants learn skills to find and retain employment, earn better wages, and link them to a variety of resources to help meet their goals.

Services are a combination of case management, skill building, and workplace learning. Services are guided by the following core assumptions:

- a. Achieving stable and successful employment is our main objective for WorkFirst Participants; we will maximize opportunities for participants to successfully attach to the workforce and have opportunities to move out of poverty.
- b. A two-generation approach to case planning and engagement is necessary to achieve good outcomes and reduce long-term dependency and generational poverty within families.
- c. Policies will recognize the critical role and responsibility of participants in their children's development, foster the healthy growth and development of children, and promote family stability.
- d. WorkFirst is a transitional, not long-term, program to assist families on the pathway to self-sufficiency.
- e. Leveraging non-TANF resources is crucial to achieving the goals of WorkFirst.

Commerce delivers multiple options for the WorkFirst Programs. See exhibits for specific program information.

1. Community Jobs – full-time
2. Community Jobs – part-time
3. Career Jump
4. Community Works – this program does not serve LEP participants, as DSHS currently provides these services to LEP participants.

Stacked activities include the following options provided by the Contractor or in partnership with other leveraged community resources. See exhibits for specific program information.

1. Job Readiness/Job Hunting Activities
2. Education Activities

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3. Life/Soft Skills Activities
4. Community Service Activities

The successful applicant(s) shall operate these programs by providing quality case management, work-based learning experiences, life skills and job training classes, and an array of work-related support services. They should also detail their qualifications in working with government agencies and other community-based entities in the service area(s) of interest. Contractors are to provide case management that is family-centered, using a two-generational approach that focuses on addressing the needs of both the parent and the child(ren). Contractors are to continuously find new and varied worksites within their local communities in order to expand training options that match participants' career goals. Contractors are encouraged to consider options that acquire small, minority- women-owned businesses, and other high-demand industries of the future to include the "green" and medical industries for worksite placements.

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SECTION 2: PROCUREMENT INFORMATION

Commerce shall post this RFQ application along with all required forms and exhibits on Washington's Electronic Business Solution (WEBS). To inform the largest number of potential applicants about this opportunity, Commerce will also post all related documents on the public Commerce website.

1. Minimum Qualifications

All applicants must meet the following minimum qualifications:

- a. Must be licensed in Washington State and must be registered and maintain status as a non-profit, for profit, or tribal corporation with the Secretary of State's Office.
- b. Must have three (3) years' experience managing program funding, payroll, and administrative functions.
- c. Ability to offer services at or near the local DSHS CSO's in the Commerce service area(s) you are applying for starting July 1, 2019.
- d. The applicant must have the minimum hardware and software requirements to be able to contract with Commerce. The minimum hardware requirement includes a computer with internet access. Minimum software requirements include Office 2010 (or higher) and Internet Explorer Version 10 (or higher).

All applicants who will provide direct services must also meet the following additional minimum qualification:

- a. Must have three (3) years' experience managing and providing employment and training programs and case management services.

All applicants who will be applying as a consortium must also meet the following additional minimum qualification:

- a. Must have three (3) years' experience managing subcontractors, to include but not limited to: monitoring, fiscal oversight, and contract management.

2. Period of Contract Performance and Funding

The RFQ will serve the period of performance for SFY2020 and SFY2021 (SFY2020: 7/1/2019 to 6/30/2020, and SFY2021: 7/1/2020 to 6/30/2021).

For reference only, in the past Commerce has contracted out the following amounts to Commerce WorkFirst Contractors to provide services to TANF and TANF LEP participants statewide:

- SFY2019 (7/1/2018 – 6/30/2019) approximately \$19,000,000
- SFY2018 (7/1/2017 – 6/30/2018) approximately \$18,500,000

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- Each program year, DSHS determines the amount of funding to be allotted to Commerce for delivery of WorkFirst services. Commerce does not normally receive funding information from DSHS until the June that precedes the SFY. Contract funding for both SFY2020 and SFY2021 has not been confirmed at the time of this RFQ.
- Any funds allocated in any SFY will not roll over to the next SFY.

3. Posting of Procurement Documents

Interested applicants should apply to become a Commerce WorkFirst Contractor by registering with [WEBS](#), downloading this solicitation and using an appropriate commodities code. Registration is required to receive automatic electronic procurement information related to this RFQ. Information is also available at [Commerce's contracting website](#).

Exhibits to this RFQ:

Notice of Intent Form	Exhibit A
Application	Exhibit B
Client Services Contract / Terms and Conditions (Sample)	Exhibit C
Scope of Work (Sample)	Exhibit D
Program Guidelines (Sample)	Exhibit E
Commerce Service Areas	Exhibit F

4. Consortium

Applicants can function as a single contractor or as a consortium, i.e., subcontracting work to other entities within their local service area. If a consortium application is received that proposes one (1) or more other organizations, the primary applicant will be designated as the primary Contractor. Subcontractors would enter into a separate contract with Commerce's primary Contractor. The primary Contractor will be Commerce's sole point of contact, will sign the contract and any amendments, and will bear sole responsibility for performance under the contract.

5. Cost to Prepare Application

Commerce will not be liable for any costs incurred by the applicant in preparing, submitting, or presenting an application for this RFQ.

6. ADA

Commerce complies with the Americans with Disabilities Act. Applicants may contact the RFQ Coordinator to receive this RFQ in braille or on tape.

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7. Communications / Questions & Answers

All communications concerning this RFQ shall be directed only to the RFQ Coordinator. Questions and comments should be based on the material contained in this RFQ and any related amendment(s). Commerce may disqualify any applicant who communicates with anyone in Commerce other than the Coordinator regarding this application process. Applicants should rely only on written statements issued by the Coordinator.

Emailed questions concerning this application process shall be submitted to the RFQ Coordinator during the Question & Answer period between January 10, 2019, and January 21, 2019. **The subject line must read “#WF2021/Commerce WorkFirst RFQ.”** The Q&A document will be posted on the WEBS and Commerce websites.

8. Amendment, Cancellation/Rejection of Bids, Reissuance of Solicitation

Commerce may amend, add to, retract from or cancel this solicitation at any time, in whole or in part, at any time without penalty. Commerce may reject all applications and cancel or rebid this RFQ. All amendments and notifications of cancellation shall be posted on WEBS and on the Commerce Procurement website. In the event of a conflict between amendments or between an amendment and this RFQ Application, the document issued latest shall control.

9. Withdrawal of Applications

After an application has been submitted, an applicant may withdraw at any time up to the deadline for application submission. A written request to withdraw the application, signed by the authorized representative of the applicant, must be submitted to the RFQ Coordinator. After withdrawing an application, the applicant may submit another application at any time up to the application deadline.

10. Announcement of Successful Applicants

Commerce shall announce the Apparent Successful Applicant(s) on WEBS and on Commerce's Procurement website on or about March 25, 2019. All announcements of successful applicants are subject to the negotiation of a contract that is satisfactory to Commerce.

11. Ethics, Policies, and Law

This solicitation, the evaluation of applications, and any resulting contract will be made in conformance with applicable Washington State laws and Policies. Specific restrictions apply to contracting with current or former Washington State employees pursuant to RCW Chapter 42.52. Applicants should familiarize themselves with the requirements prior to submitting an application.

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SECTION 3: RFQ SCHEDULE

The tentative schedule below outlines important action dates. All dates after the application submission due date are approximate and may be adjusted as conditions indicate, without amending this document.

Item	Action	Date
1	Commerce Releases RFQ to WEBS and Commerce Public Website	January 10, 2019
2	Notice of Intent Due	January 18, 2019
3	Question and Answer Period	January 10 – 21, 2019
4	Submitted Questions and Answers posted on Commerce’s site	January 23, 2019
5	RFQ APPLICATIONS DUE	February 7, 2019
6	Evaluation period closes	March 15, 2019
7	Notification of “unsuccessful” applicants via email	March 25, 2019
8	Announce “Apparent Successful Contractors”	March 25, 2019
9	Debrief and Protest Window	March 25, 2019 through April 5, 2019
10	Contract Negotiation	April 15, 2019
11	Letter of Assurance	April 19, 2019

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SECTION 4: INSTRUCTIONS REGARDING SUBMISSION OF APPLICATIONS

1. Notice of Intent

To be eligible to compete in the RFQ, a completed “Notice of Intent Form” must be submitted by 12:00 p.m. (PST), January 18, 2019, to the RFQ Coordinator.

Notice of Intent Forms (Exhibit A) must be sent to the RFQ Coordinator by electronic mail. **The subject line must read: #WF2021/Commerce WorkFirst RFQ Notice of Intent and must be submitted in PDF format.** Commerce will not accept any Notice of Intent Forms submitted by fax, mail, or hand delivery. All Notices of Intent Forms become the property of Commerce and will not be returned.

2. Application Contents Checklist

- A Completed Application
- Proof of Incorporation (if applicable)
Provide a certificate of incorporation from the Washington Secretary of State’s office if you are a for-profit or nonprofit corporation.
- Proof of Nonprofit Tax Exempt Status (if applicable)
Provide a copy of the IRS letter of determination if you are a nonprofit tax-exempt organization.
- Most Recent A-133 audit or audit
Attach the most recent audit for your organization if you had previous federal contracts with an accumulative total of \$500,000 or more.
- Proof of Washington State Office of Minority and Women-Owned Business (OMWBE) Certification (if applicable)
Include proof of certification issued by the Washington State OMWBE if certified minority-owned firm and/or women-owned firm(s) will be participating in this project.
- Organizational Structure
Provide an organizational chart, list of board members, and copies of the past three months of board meeting minutes (if applicable) from your organization.
- Financial Statements
Include the most recent balance sheet and income statement from your organization.

3. Application Format

Applicant responses must address the application questions and requirements. Do not respond by referring to materials presented elsewhere. The application must be complete and stand on its own merits.

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4. Proprietary Information/Public Disclosure

Materials submitted in response to this RFQ shall be considered public record. Commerce makes it available to the public pursuant to RCW 42.56.80. Each application page containing information claiming to be exempt from disclosure must be clearly identified by the words “**Proprietary Information**” printed on the lower right-hand corner of the page. **Marking the entire application exempt from disclosure will not be honored.**

If a public records request is made for the information that the applicant has marked as “Proprietary Information” Commerce will notify the applicant of the request and of the date that the records will be released to the requester unless the applicant obtains a court order from a court of competent jurisdiction enjoining disclosure pursuant to RCW 42.56.80, Commerce shall maintain the confidentiality of the applicant’s information per the court order.

A charge will be made for copying and shipping, as outlined in Chapter 42.56 RCW. No fee shall be charged for inspection of files, but twenty-four (24) hours’ notice to the RFQ Coordinator is required. All requests for information should be directed to the RFQ Coordinator.

5. Submission of Applications

Applications must be sent to the RFQ Coordinator, by electronic mail. **The Subject Line must read: #WF2021/Commerce WorkFirst RFQ and must be submitted in PDF format.** Commerce will not accept any application submitted by fax, mail, or hand delivery. All applications and any accompanying documentation become the property of Commerce and will not be returned. **No recommendation letters will be considered.**

Emails that are larger than 30 Megabytes cannot be received. Do not use graphics in your applications. When scanning PDF documents, the scanner resolution should be set at least 200 dots per inch.

Submit your application by email to comRFQWF#2021@commerce.wa.gov. The applicant will receive a confirmation receipt by email. Commerce does not assume responsibility for any e-mailed applications not received. Submit required documents to the RFQ Coordinator by 5:00 p.m. (PST), Monday, February 7, 2019. Applications received after 5:00 p.m. will be disqualified from consideration unless changes to the date and/or time are made to this solicitation. **No time extensions will be granted.**

Commerce is not responsible for problems with applicant’s email or network. However, if Commerce has email or network issues, reasonable and appropriate allowances will be made. Applicants are responsible for all errors and/or omissions contained in their applications.

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SECTION 5: EVALUATION OF APPLICATIONS

1. Administrative Review

The RFQ Coordinator will review all responses to determine compliance with administrative, minimum qualification requirements, and instructions specified in this solicitation. Commerce may reject an application as non-compliant at any time for any of the following reasons:

- Incomplete responses
- Failure to meet the minimum qualifications
- Failure to comply with any requirements set forth in this solicitation document, including narrative and exhibits
- Submission of incorrect, misleading, or false information
- History of prior unsatisfactory contractual performance

The RFQ Coordinator may contact any applicant for clarification about the contents of the application, as well as any attachments. If the RFQ Coordinator deems that an application is non-compliant, it shall be disqualified from further consideration and the applicant will be notified in writing of this determination and the supporting reasons. Within three (3) business days following such notification, the applicant may request a debriefing conference that shall be limited to the reasons the applicant was found to be non-compliant.

If an application meets all administrative and minimum qualification requirements and submittal instructions, Commerce shall continue with the written evaluation and, if applicable, the oral evaluation.

2. Errors in Applications

Applicants are responsible for all errors or omissions contained in their applications. Applicants may not alter their application after the submission deadline.

Commerce reserves the right to contact any applicant for clarification of applications contents. In those cases where it is unclear to what extent a requirement has been addressed, the evaluation panel may, in their discretion and acting through the RFQ Coordinator, contact an applicant to clarify specific matters in the submitted application.

Commerce reserves the right to waive minor administrative irregularities contained in any application.

3. Evaluation Criteria and Scoring of Applications

Following the administrative review, applications shall be evaluated and points shall be awarded for the management and technical components of the applications.

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The maximum number of points available for each applicant is 200 points. The overall breakdown for assignment of points in evaluating applications is as follows:

Consortium Information (for consortium applicants only)	Pass/Fail
Organizational Experience and Program Management	70 points
Program and Service Delivery Experience	90 points
Community Partnerships	40 points

Consortium lead applicants who will only act as an administrative entity:

Consortium applications receiving a “fail” score in the Consortium Information section of the application will be disqualified from further consideration and the remaining sections of the application will not be scored.

Consortium lead applicants who will act as an administrative entity and also provide direct services:

Consortium applicants receiving a “fail” score in the Consortium Information section of the application will be disqualified from further consideration to be a consortium lead, but may still be considered as a direct service provider applicant. For the remaining sections of the application to be scored, the applicant must certify on the application that they will be able to provide services to the entire service area(s) that they are applying for without sub-contractors.

4. Written Bid Evaluation Process

Commerce shall designate an evaluation team of at least three (3) evaluators to review, evaluate, and score the written applications. These evaluators will be selected based on their qualifications, experience, capability, and background. If oral interviews or presentations are conducted, additional evaluators may supplement or replace some or all of the individuals performing the written evaluation.

Evaluators shall assign scores up to the maximum points available. Individual evaluator points will be totaled and the average points for each applicant will be calculated. The applicant’s average points earned for each question will be added together to determine the applicant’s total written evaluation points.

5. Applicant’s References

Once the written evaluations are completed, Commerce may contact the references provided by the top-ranked applicant(s) in order to investigate past performance and validate information in the applications. In submitting an application, applicants agree that it shall hold harmless Commerce and any individuals contacted as references from and against liability resulting from the provision of

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information or the receipt and use of that information in evaluating applications. Commerce reserves the right to contact collateral sources of information regarding the applicant's experience and ability.

References are evaluated on a pass/fail basis. Commerce may reject a bid if a reference provides negative information about an applicant's past performance. Commerce may, at any time, require additional or substitute references to determine the applicant's experience and level of responsibility. If the reference check process reveals information that should properly be considered in evaluating the application, Commerce may, in its sole discretion, reconvene the evaluation panel to reconsider the evaluation scoring in light of the information obtained.

6. Oral Interview/Evaluation

In addition to evaluating the written applications, Commerce may invite one or more of the highest scoring applicants to make an oral presentation, which shall be separately evaluated. Oral interviews are evaluated on a pass/fail basis.

7. Facility/Site Assessment

Commerce reserves the right to visit and assess the facilities proposed to be used by the top-ranked applicant(s) in delivering services. Unless otherwise noted in this RFQ document, this assessment shall be evaluated on a pass/fail basis.

If Commerce deems the facility assessments necessary, the RFP Coordinator will notify the top ranking applicant(s) of the date and time for their facility assessment.

8. Selection of Apparent Successful Applicant(s)

Multiple contracts will be awarded as the result of this solicitation. The applicants that receive the highest total number of possible points for each local service area will be considered the Apparent Successful Applicant(s) for their respective service areas and presented to Commerce management for consideration.

The selection process shall determine which applicant provides the best value in meeting the needs of Commerce. Selection of the Apparent Successful Applicant(s) depends upon Commerce's assessment of multiple factors, including the applicants' qualifications, capabilities, efficiency, experience, reliability, responsibility, integrity, timeliness, and potential impact on Commerce's needs.

Commerce may also consider an applicant's performance on prior State or other contracts and may reject an applicant who has failed to perform satisfactorily under any previous contract with the state or another party.

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Commerce reserves the right to select an applicant who is deemed to offer the best overall value and that is in the best interests of Commerce and the State of Washington.

Commerce management shall make the final determination as to which applicant(s), initially designated as a finalist(s), shall be officially selected and announced on WEBS as the Apparent Successful Applicant(s) on or about the date and time set forth in Section 3: RFQ Schedule.

Commerce may also notify the Apparent Successful Applicant(s) and the unsuccessful applicant(s) of its determination via email on or about the date and time specified in Section 3: RFQ Schedule.

Commerce will issue a Letter of Assurance to Apparent Successful Applicant(s) that assures contracts will be forthcoming as soon as Commerce's inter-agency agreement with DSHS is executed for SFY 2020 and SFY 2021. The Letter of Assurance will be issued on or about the date and time specified in Section 3, RFQ Schedule.

Commerce's final decision will be subject to the execution of a contract satisfactory to Commerce. In the event the parties are unable to reach agreement on the final details of a contract, consistent with Exhibit C: Sample Contract, Commerce shall have the option of negotiating with the next highest ranked applicant and of revising the announcement of the Apparent Successful Applicant(s).

9. Debriefing Conferences

No later than 5:00 p.m. on the third (3rd) business day following the posted announcement of Apparent Successful Applicant(s) on WEBS, applicants who are not selected as an Apparent Successful Applicant may send an email to the RFQ Coordinator requesting a Debriefing Conference. Unless a different date is agreed upon by the RFQ Coordinator, the Debriefing Conference will be held on a date designated in Section 3: RFQ Schedule.

Discussion at the debriefing conference will be limited to the following:

- Evaluation and scoring of the applicant's response
- Critique of the response based on the evaluation
- Review of applicant's final score in comparison with the other final scores

No comparisons between applications will be allowed during the debriefing conference, which shall be conducted by telephone, unless the RFQ Coordinator agrees to an in-person meeting, and shall last for a maximum period of 30 minutes. Since debriefing conferences pertain to the formal evaluation process, applicants who were disqualified as non-compliant and therefore did not go through the

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formal evaluation process shall only be entitled to request a debriefing on the issue of their disqualification for non-compliance.

10. Grounds and Filing of Protests

An applicant who has participated in a debriefing conference may file a formal protest if the applicant asserts that there are facts that indicate an error(s) in the evaluation of applications on one or more of the following grounds:

- Bias, discrimination or conflict of interest on the part of the evaluator or in the process
- Mathematical errors in computing the score
- Non-compliance with procedures described in the RFQ document
- Non-compliance with Department of Enterprise Services policies

Protests must be emailed to the RFQ Coordinator and must be received no later than 5:00 p.m. (PST) on the fifth (5th) business day following the day of the debriefing conference. The protest must adhere to the requirements set forth in this section or it will not be considered. This protest procedure constitutes the sole administrative remedy available to applicants under this RFQ.

Protests must include the protestor's mailing address and phone number and the name of the individual responsible for filing the protest. The protest subject line must show the application number and title. **The subject line must read "#WF2021/Protest Commerce WorkFirst RFQ."** The content must include the grounds for the protest, specific facts to support these grounds, and a description of the relief or corrective action being requested. Protests not based on one of the grounds set forth in this section will be rejected. It is not grounds for a protest to question an evaluator's professional judgment on the quality of an application or Commerce's assessment of its own needs or requirements.

11. Commerce Protest Review Process

The RFQ Coordinator will immediately forward any protest to the Commerce Central Contracts Office to assign to a Protest Coordinator for review. The Protest Coordinator, an individual who was not involved in the RFQ process, will consider the record and all available facts and will endeavor to issue a decision within ten (10) business days following receipt of the protest. If additional time is required, the protesting party will be notified of the delay.

In the event a protest may involve the conduct of or information submitted by another entity that also submitted an application, such entity will be given an opportunity to submit its views and any relevant information on the issue(s) raised by the protest to the Protest Coordinator.

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12. Determination of Protests

The Protest Coordinator shall issue a written determination regarding the protest. This written determination shall include one or more of the following determinations:

- Upholding Commerce’s determination of the Apparent Successful Applicant(s) on the basis that there are insufficient facts to establish the alleged error; or
- Upholding Commerce’s determination of the Apparent Successful Applicant(s) on the basis that there are only technical or harmless errors in Commerce’s evaluation process; or
- Finding errors and identifying actions that may be taken by Commerce, such as:
 - Correction of errors and reevaluation of all applications, or
 - Cancellation and re-issuance of the RFQ (in which case all the applicants will be notified), or
 - Other corrective actions as may be appropriate

There is no further administrative process or remedy available within Commerce to appeal the determination that resulted in a protest. If the protesting party does not accept Commerce’s determination, the protesting party can seek relief from Superior Court in Thurston County, WA.

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SECTION 6: CONTRACTING PROCEDURES

1. Contract Execution

The Apparent Successful Applicant(s) is expected to sign a contract with Commerce that is substantially the same as Exhibit C, Sample Contract, included with this solicitation, and to enter into any subsequent contract amendments that may be required to address specific work or services.

Commerce reserves the right to require that some or all of the applicant's response be incorporated into the contract and to negotiate the specific wording of the Scope of Work, based on the requirements of this solicitation and the response submitted by the Apparent Successful Applicant. If changes to the contract are requested during the negotiation period, Commerce may consider, but shall be under no obligation to agree to, modifications to the contract.

If the Apparent Successful Applicant fails or refuses to sign a contract within ten (10) business days of delivery by Commerce, Commerce may elect to designate the next highest-ranked finalist as the Apparent Successful Applicant.

2. Non-Endorsement

The award of a contract is not an endorsement by the State of Washington or Commerce of the applicant and shall not be represented as such by the applicant in any advertising or other publicity materials.

By submitting an application to this RFQ, the applicant agrees to make no reference to Commerce in any literature, promotional materials, brochures, sales presentations or the like without the prior written consent of Commerce.

3. Electronic Payment

The State of Washington prefers to utilize electronic payment in its transactions. Contractors will be required to register in the Statewide Vendor Payment system at <http://www.des.wa.gov/services/ContractingPurchasing/Business/VendorPay/Pages/default.aspx>, prior to submitting a request for payment under their Contract. No payment shall be made until the registration is completed.

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SECTION 7: DEFINITIONS

The following terms which appear in this RFQ, have the meaning that is defined below for the purposes of this RFQ:

- a. Apparent Successful Applicant – An applicant selected as having submitted a successful application, based on the final determination of an evaluation committee. The applicant is considered an Apparent Successful Applicant until a contract is finalized and executed.
- b. Applicant – An individual, provider group, or other business entity submitting an application in response to this RFQ.
- c. Application – All material prepared and assembled by an applicant, and which the applicant submits in response to this RFQ.
- d. Commerce – The Washington State Department of Commerce is the agency of the State of Washington issuing this RFQ and subsequent contracts.
- e. Commerce Service Areas – designated areas where Commerce WorkFirst Programs services will be provided.
- f. Consortium – A combination of businesses working together for a common purpose requiring that the business applying to this RFQ act as the “lead” agency (lead Contractor), while other organizations are subcontractors to the lead Contractor. Commerce will only enter into contract with the lead agency.
- g. Contractor – Individual, provider group, or other business entity who Commerce awards a fully-executed written contract.
- h. DSHS Community Services Offices (CSO) – Local offices that provide many DSHS services, including referrals to the Commerce WorkFirst Program.
- i. Issue – To mail, post or otherwise release this RFQ as a public document to interested parties.
- j. Limited English Proficiency (LEP) – TANF participants who are limited in the ability to read, write, and/or speak English.
- k. Proprietary – Information that is not public knowledge; A contractor in a procurement process is generally duty bound to refrain from making unauthorized use of the information.
- l. Response – A written reply to the questions set forth in this RFQ.
- m. RFQ Coordinator - The person named in this RFQ as the RFQ Coordinator. The sole point of contact at Commerce regarding this RFQ.
- n. Subcontractor – Individual, provider group, or other business entity who signs a separate agreement with a lead Commerce Contractor and is paid for providing Commerce WorkFirst Programs services.
- o. Submit – To deliver to the WorkFirst RFQ Coordinator any of several documents described in this RFQ and in the manner specified.
- p. Temporary Assistance for Needy Families (TANF) – Time-limited program that provides temporary financial assistance for families with dependent children, when the parents or other

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responsible relatives cannot provide for the family's basic needs. TANF provides financial assistance to help pay for food, shelter, utilities, and expenses other than medical. The Federal Government provides grants to states to run the TANF Program.

- q.** Two-generation approach – targets low-income children and parents from the same household, combining parent and child interventions to interrupt the cycle of poverty.



Department of Commerce

Client Service Contract with

<Contractor organization name here>

through

WorkFirst Program

For

To fund the Commerce WorkFirst Programs which provide TANF participants and TANF Limited English Proficient participants work experience and other supports to further opportunities for self-sufficiency.

Start date: July 1, 2019

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Attachment A, Scope of Work

Attachment B, Program Guidelines

Attachment C, Data Security

Attachment D Notice of Nondisclosure of Confidential Information

Attachment E, Support Service Directory

Attachment F, A19 Fiscal Voucher/ Pay Point Tracker/Diverse Spend

Attachment G, Income Verification Form

Attachment H, Exception to the Rule (ETR) Form

Attachment I, WorkFirst Handbook

Attachment J, Contractor's Application Response to Commerce RFQ WorkFirst Programs (WF#2021)

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FACE SHEET

**Washington State Department of Commerce
Community Services and Housing Division
Community Economic Opportunities Unit
WORKFIRST**

1. Contractor <Insert legal name> <Insert mailing address> <Insert physical address> <Insert location>		2. Contractor Doing Business As (optional) <Insert DBA name> <Insert DBA mailing address> <Insert DBA physical address> <Insert DBA location>	
3. Contractor Representative <Insert name> <Insert title> <Insert phone> <Insert FAX> <Insert e-mail>		4. COMMERCE Representative <Insert name> <Insert mailing address> <Insert title> <Insert physical address> <Insert phone> <Insert location> <Insert FAX> <Insert e-mail>	
5. Contract Amount <Insert \$ amount>	6. Funding Source Federal: <input checked="" type="checkbox"/> State: <input type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>	7. Start Date 7/1/2019	8. End Date 6/30/2021
9. Federal Funds (as applicable) <Insert \$ amount>		Federal Agency <Insert name>	
		CFDA Number: 95.558	
10. Tax ID # <Insert number>	11. SWV # <Insert number>	12. UBI # <Insert number>	13. DUNS # <Insert number>
14. Contract Purpose To develop and manage local pilot and worksite projects, provide transitional, community-based job experiences, stacked activities, intensive case management, and related supports to TANF recipients. COMMERCE, defined as the Department of Commerce, and the Contractor, as defined above, acknowledge and accept the terms of this Contract and attachments and have executed this Contract on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Contract are governed by this Contract and the following other documents incorporated by reference: Contractor Terms and Conditions including: Attachment A-Scope of Work, Attachment B-Program Guidelines, Attachment C-Data Security, Attachment D-Notice of Nondisclosure of Confidential Information, Attachment E-Support Service Directory, Attachment F-A19 Fiscal Voucher/ Pay Point Tracker/Diverse Spend, Attachment G-Income Verification Form, Attachment H-Exception to the Rule (ETR) Form, Attachment I-WorkFirst Handbook, Attachment J- Contractor's Application Response to Commerce RFQ WorkFirst Programs (WF#2021)			
FOR CONTRACTOR _____ <insert name>, <insert title> _____ Date		FOR COMMERCE _____ Diane Klontz, Assistant Director _____ Date APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL APPROVAL ON FILE	

SPECIAL TERMS AND CONDITIONS
CLIENT SERVICE
FEDERAL FUNDS

1. **DEFINITIONS** Specific to Special Terms. The words and phrases listed below, as used in this Contract shall each have the following definitions:
- a. "Commerce" shall mean the Department of Commerce.
 - b. "Commerce WorkFirst Program Guidelines" means the program manual, which details the work Contractors and their Subcontractors shall perform for each of the Commerce WorkFirst programs and is incorporated by reference.
 - c. "Performance Measures and Data Reporting" means program performance measures and data needed to evaluate program benefits, benchmarks, and outcomes.
 - d. "Contract" or "Agreement" means the entire written Contract between Commerce and the Contractor, including any Attachments, documents, or materials.
 - e. "Confidential Information" means information gained by reason of this Contract only for the purposes of this Contract.
 - f. "Contractor" means the entity, which is also known as the "Vendor", performing services pursuant to this Contract and further on called in this Agreement as the Contractor. For purposes of any permitted Subcontract, "Contractor" includes any Subcontractor. For the purpose of this Agreement the Contractor shall not be considered an employee or agent of Commerce.
 - g. "Contracts Administrator" means the manager, or successor, of Commerce's Central Contracts Office or successor section or office.
 - h. "Community Jobs Program/Career Jump" means a full time (or part time) WorkFirst (WF) activity that provides eligible clients with up to six (6) months of paid, temporary subsidized employment along with stacked activities combined with case management to resolve employment barriers. Commerce contractors provide case management to assist participants to either resolve barriers or learn to self-manage barriers that might affect their ability to obtain and keep employment. Career Jump offers employment opportunities for up 433 hours of subsidized wages to with any employer who has agreed to hire the participant at the end of the training time.
 - i. "Community Works" means the Community Works (CW) program that provides a volunteer, unpaid work activity to TANF participants to support their engagement in an education pathway or with a core work activity for a minimum of one month at the worksite and up to 12 months.
 - j. "Data" means the information that is disclosed or exchanged as described by this Agreement.
 - k. "Data Provider," as used in the Special Terms and Conditions of this Agreement, means the entity that is disclosing their Data for use by the Data Recipient for completion of this contract.
 - l. "Data Recipient," as used in the Special Terms and Conditions of this Agreement, means the entity that is receiving the Data from the Data Provider for purposes of completion of this contract.
 - m. "Data Sharing" - allowing the Contractor and their Subcontractors limited electronic access to the DSHS, JOBS Automated systems (JAS) and the web-based JAS (hereinafter called eJAS) for the purpose of tracking and monitoring caseloads, program policies, expenditures, performance measures and client participation in the WorkFirst program.
 - n. DSHS" or "the Department" means the state of Washington Department of Social and Health Services and its employees and authorized agents.

SPECIAL TERMS AND CONDITIONS
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- o.** “e-JAS” means the web-based electronic JOBS Automated System for data collection.
- p.** “Eligible Client” means TANF/SFA Clients.
- q.** “LEP” means Limited English Proficiency individuals.
- r.** “Monitor(ing)” means a scheduled reoccurring auditing activity that verifies that the terms, services and fiscal processes of the contract are being followed to ensure consistency and in compliance with applicable state and federal regulations.
- s.** “Participant” shall mean an individual TANF recipient receiving services under this Contract.
- t.** “Personal Information” means information identifiable to any person, including, but not limited to, information that relates to a person’s name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
- u.** “RCW” means the Revised Code of Washington. All references in this Agreement to RCW chapters or sections shall include any successor, amended, or replacement statute.
<http://leg.wa.gov/CodeReviser/Pages/default.aspx>
- v.** “Regulation” means any federal, state, or local regulation, rule, or ordinance.
- w.** “SFA” means State Family Assistance.
- x.** “SGN” means State Government Network.
- y.** “Subcontract” means any separate agreement or contract between the Contractor and an individual or entity (“Subcontractor”) to perform all or a portion of the duties and obligations that the Contractor is obligated to perform pursuant to this Agreement.
- z.** “Subcontractor” means “Sub-Vendor” and has a separate agreement or contract between the Contractor and entity to perform all or a portion of the duties and obligations pursuant to this contract.
- aa.** “Sub recipient” shall mean a non-federal entity that expends federal awards received from a pass-through entity to carry out a federal program, but does not include an individual that is a beneficiary of such a program. It also excludes vendors that receive federal funds in exchange for goods and/or services in the course of normal trade or commerce.
- bb.** “TANF” means Temporary Assistance to Needy Families.
- cc.** “Vendor” is an entity that agrees to provide the amount and kind of services requested by COMMERCE; provides services under the Contract only to those beneficiaries individually determined to be eligible by COMMERCE and, provides services on a fee-for-service or per-unit basis with contractual penalties if the entity fails to meet program performance standards.
- dd.** “WorkFirst Program” means Washington State’s welfare reform program created to assist financially struggling families.
- ee.** “WorkFirst Handbook” (WFHB) is DSHS approved WorkFirst policy and manuals. It is located at <https://www.dshs.wa.gov/esa/manuals/workfirst-handbook>

SPECIAL TERMS AND CONDITIONS
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2. ACKNOWLEDGEMENT OF FEDERAL FUNDING

This Program was supported by Grant No. 1801WATANF (FFY1#) and awarded by the Department of Social and Health Services. The WorkFirst Program, Washington State Department of Commerce administers Grant funds.

3. CONTRACT MANAGEMENT

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Contract.

The Representative for COMMERCE and their contact information are identified on the Face Sheet of this Contract.

The Representative for the Contractor and their contact information are identified on the Face Sheet of this Contract.

The Contractor shall administer Community Jobs and Career Jump Programs and provide transitional, community-based job experiences, and related support services to Temporary Assistance to Needy Families (TANF) recipients. These subsidized wage job experiences will improve the skills and job readiness of participants toward finding a permanent employment. Commerce Contractors provide case management to assist participants to either resolve barriers or learn to self-manage barriers that might affect the ability to obtain and keep employment. Career Jump offers employment opportunities for up to 256 hours of subsidized wages to with any employer who has agreed to hire the participant at the end of the training time.

The Contractor shall administer a Community Works Program to provide transitional, community-based job experiences and related support services to TANF recipients. This program is an unpaid, part-time job experience opportunity to provide eligible participants with one to twelve months of volunteer work activity for participation that counts towards meeting federal participation requirements. Also can be used to support a participant's education pathway.

4. COMPENSATION

COMMERCE shall pay an amount not to exceed \$_____ for State Fiscal Year (FY)20 (7/1/2019 – 6/30/2020) for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. The contract amount for FY21 (7/1/2020 – 6/30/2021) will be determined at a later date, and Commerce intends to do a contract amendment once FY21 budget is determined.

Contractor's compensation for services rendered shall be based on the following rates or in accordance with the following terms:

- a) Contractor's compensation for services rendered shall be based on the schedule set forth in Attachment A – Scope of Work.
- b) Required monthly data on program benefits, benchmarks, outcomes, and data reports received from DSHS, etc. will be required for invoices to be approved for reimbursement.

5. BILLING PROCEDURES AND PAYMENT

COMMERCE will pay Contractor upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE.

The invoices shall describe and document, to COMMERCE's satisfaction, a description of the work performed, the progress of the project, and fees. The invoice shall include the Contract Number S20-32710-XXX. If expenses are invoiced, provide a detailed breakdown of each type. A receipt must accompany any single expenses in the amount of \$50.00 or more in order to receive reimbursement.

Data reports may be required with invoices to process and approve monthly billings.

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The billing period for each invoice will be monthly. Invoices received later than sixty (60) days from the last day of the month being billed will not be processed for payment without prior Commerce written approval, with the exception of the final invoice. Final invoices for June 2020 (for FY20) must be received by Commerce on or before Friday, July 10, 2020. Final invoices for June 2021 (for FY21) must be received by Commerce on or before July 9, 2021. Any final invoices received after these dates will not be processed for payment. Commerce WorkFirst reserves the right to adjust the final invoice dates.

Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Contractor.

COMMERCE may, in its sole discretion, terminate the Contract or withhold payments claimed by the Contractor for services rendered if the Contractor fails to satisfactorily comply with any term or condition of this Contract.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COMMERCE.

Duplication of Billed Costs

The Contractor shall not bill COMMERCE for services performed under this Agreement, and COMMERCE shall not pay the Contractor, if the Contractor is entitled to payment or has been or will be paid by any other source, including grants, for that service.

Disallowed Costs

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

6. CONTRACT ATTACHMENTS

The rights and obligations of both parties to this Contract are governed by this Contract and the following other documents incorporated by reference, which may be amended from time to time. Locations of each document are identified below.

Contractor Terms and Conditions including:

- Attachment A - Scope of Work details the work Contractors and their Subcontractors shall perform for each of the Commerce WorkFirst Programs. (link)
- Attachment B - Program Guidelines provides additional information on program implementation. (link)
- Attachment C – Data Security (link)
- Attachment D – Notice of Nondisclosure of Confidential Information (link)
- Attachment E - Support Service Directory provides detailed information on the definitions, procedures, and reimbursement of services for Commerce WorkFirst Program Participants. (link)
- Attachment F - A19 Fiscal Voucher/ Pay Point Tracker/Diverse Spend (link)
- Attachment G - Income Verification Form - required to claim the unsubsidized employment payment point (link)

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- Attachment H – Exception to the Rule (ETR) Form – form used to request an exception to the requirements of the support service directory (link)
- Attachment I - WorkFirst Hand Book (WFHB) provides detailed information on the WorkFirst Program in regards to procedures and definitions related to TANF Participants. For the latest version of the WF HB, the Contractor shall check <https://www.dshs.wa.gov/esa/manuals/workfirst-handbook>
- Attachment J - Contractors Application Response to Commerce RFQ WorkFirst Programs (WF#2021)

7. SUBCONTRACTOR DATA COLLECTION

Contractor will submit reports, in a form and format to be provided by Commerce and at intervals as agreed by the parties, regarding work under this Grant performed by subcontractors and the portion of Grant funds expended for work performed by subcontractors, including but not necessarily limited to minority-owned, woman-owned, and veteran-owned business subcontractors. “Subcontractors” shall mean subcontractors of any tier.

8. INSURANCE

The Contractor shall provide insurance coverage as set out in this section. The intent of the required insurance is to protect the state should there be any claims, suits, actions, costs, damages or expenses arising from any loss, or negligent or intentional act or omission of the Contractor or Subcontractor, or agents of either, while performing under the terms of this Contract.

The insurance required shall be issued by an insurance company authorized to do business within the state of Washington. Except for Professional Liability or Errors and Omissions Insurance, the insurance shall name the state of Washington, its agents, officers, and employees as additional insureds under the insurance policy. All policies shall be primary to any other valid and collectable insurance. The Contractor shall instruct the insurers to give COMMERCE thirty (30) calendar days advance notice of any insurance cancellation, non-renewal or modification.

The Contractor shall submit to COMMERCE within fifteen (15) calendar days of the Contract start date, a certificate of insurance, which outlines the coverage and limits defined in this insurance section. During the term of the Contract, the Contractor shall submit renewal certificates not less than thirty (30) calendar days prior to expiration of each policy required under this section.

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

Commercial General Liability Insurance Policy. Provide a Commercial General Liability Insurance Policy, including contractual liability, written on an occurrence basis, in adequate quantity to protect against legal liability arising out of contract activity but no less than \$1,000,000 per occurrence. Additionally, the Contractor is responsible for ensuring that any Subcontractors provide adequate insurance coverage for the activities arising out of subcontracts.

Automobile Liability. In the event that performance pursuant to this Contract involves the use of vehicles, owned or operated by the Contractor or its Subcontractor, automobile liability insurance shall be required. The minimum limit for automobile liability is \$1,000,000 per occurrence, using a Combined Single Limit for bodily injury and property damage.

Professional Liability, Errors and Omissions Insurance. The Contractor shall maintain Professional Liability or Errors and Omissions Insurance. The Contractor shall maintain minimum limits of no less than \$1,000,000 per occurrence to cover all activities by the Contractor and licensed staff employed or under contract to the Contractor. The state of Washington, its agents, officers, and employees need *not* be named as additional insureds under this policy.

Fidelity Insurance. Every officer, director, employee, or agent who is authorized to act on behalf of the Contractor for the purpose of receiving or depositing funds into program accounts or

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issuing financial documents, checks, or other instruments of payment for program costs shall be insured to provide protection against loss:

- A. The amount of fidelity coverage secured pursuant to this Contract shall be \$100,000 or the highest of planned reimbursement for the Contract period, whichever is lowest. Fidelity insurance secured pursuant to this paragraph shall name COMMERCE as beneficiary.
- B. Subcontractors that receive \$10,000 or more per year in funding through this Contract shall secure fidelity insurance as noted above. Fidelity insurance secured by Subcontractors pursuant to this paragraph shall name the Contractor as beneficiary.
- C. The Contractor shall provide, at COMMERCE's request, copies of insurance instruments or certifications from the insurance issuing agency. The copies or certifications shall show the insurance coverage, the designated beneficiary, who is covered, the amounts, the period of coverage, and that COMMERCE will be provided thirty (30) days advance written notice of cancellation.

9. CONTRACT PERIOD

The contract period during which financial assistance will be provided is for FY20, July 1, 2019 to June 30, 2020, and FY21, July 1, 2020 to June 30, 2021, with the understanding that the budget for FY21 is not guaranteed until a later date.

In the event that Community Jobs or Community Works funding of this grant is not amended or renewed to extend the date beyond June 30, 2020 and June 30, 2021, any TANF participant receiving Community Jobs, or Community Works Program services under this grant shall be referred back to DSHS for other services at the end of this grant.

10. AMENDMENTS (UNILATERAL)

Commerce may, at any time, by email notification to the Contractor at the email address identified on the Face Sheet of this document, and without notice to any guarantor or surety, unilaterally amend the Scope of Work, Program Guidelines, Data Security, Notice of Nondisclosure of Confidential Information, Support Service Directory, A19 Fiscal Voucher/Pay Point Tracker/Diverse Spend, Income Verification Form, Exception to the Rule Form, WorkFirst Handbook. These unilateral changes shall be effective as set forth in the email notification, or upon the date sent, if no date has been set forth.

The Contractor will be deemed to have accepted any such unilateral amendment unless, within fifteen (15) calendar days after the effective date, the Contractor notifies the Contract Manager, in writing, of its non-acceptance of such unilateral change. The Contractor and the Department will then use good faith efforts to negotiate an amendment acceptable to both parties.

Failure to reach agreement shall constitute a dispute concerning a question of fact within the meaning of the Disputes provision contained in this Contract. However, nothing in this provision shall excuse the Contractor from proceeding with the Contract as amended. Contractor must continue to provide the contracted services, including any unilaterally amended services, during any period of non-acceptance or negotiation of a unilateral amendment.

11. CULTURALLY RELEVANT SERVICES

The Contractor shall ensure all services are provided in the cultural context of the participant and/or the participant's family.

12. INTERPRETATION AND TRANSLATION SERVICES

The Contractor shall provide interpretation and translation services in performing the obligations of this Grant, as may be required by state or federal law or regulation and/or federal grant requirements. Commerce shall not reimburse the Contractor for the use of required interpreter or translation services, except as may be specifically agreed to by the parties in writing in an Attachment(s) of this Grant.

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13. SUBCONTRACTING

The Contractor may subcontract any of the contracted services, using a competitive, performance based procurement process for subcontracting.

- a.** The Contractor is responsible to ensure that the subcontract includes performance-based payment points.
- b.** The Contractor is responsible to ensure that all applicable terms, conditions, assurances, certifications and insurance requirements set forth in this Grant are included in all subcontracts.
- c.** Any failure of the Contractor or its Subcontractors to perform the obligations of this Grant shall not discharge the Contractor from the obligations of this Grant or diminish Commerce's rights or remedies available under this Grant.
- d.** The Contractor shall have written policies for Subcontractors that ensure Subcontractors comply with WorkFirst policies stated in the WorkFirst Handbook.

14. DATA SHARING

Commerce will provide the Contractor access to eJAS.

a. Programs Receiving and Providing Data

Contractor is the data recipient. Commerce is the data provider. Contact information for both parties is listed on page one (1) of this Grant.

b. Purpose:

- 1) Activity for which the Data is needed:
 - i. To provide Commerce WorkFirst services to DSHS clients
- 2) How Data Recipient will use Data:

To track and monitor caseloads, program policies, expenditures, performance measures and client participation in the Commerce WorkFirst Program. Guidelines for the access, use, transmission, and disclosure of the Data are provided to ensure the confidentiality of the Data is protection in accordance with law.

c. Subcontractors

The parties shall each ensure these terms and conditions, including the access to data, security and disposition of data, confidentiality and nondisclosure, and penalty provisions are included in any subcontract they may enter into if the contractors will be granted access to JAS and eJAS. Contractor and COMMERCE shall each be responsible for the acts and omissions of any of their subcontractors.

d. Description of Data

Commerce shall give Contractor Read Only Access unless otherwise specified to the following WorkFirst data elements in the JAS/eJAS programs:

- (1) Caseload Client Search/List
- (2) Demographics
- (3) Component History
- (4) Components
 - (a) BE, Basic Education
 - (b) CC, Caring for a Child of a WorkFirst participant
 - (c) CE, Comprehensive Evaluation
 - i. General Questions Section
 - ii. College Evaluation Section
 - iii. ESD Employment Plan Section
 - iv. DSHS Final Decision
 - (d) CJ, Community Jobs, Write

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- (e) ES, ESL
- (f) FT, Full-time Employment, Write
- (g) GE, General Education
- (h) HS, High School
- (i) HW, High Wage or High Demand
- (j) IT, Intensive In-home Services
- (k) JT, Job Skills Training,
- (l) JP, Job Preparation when available
- (m) LP, LEP Pathway
- (n) OT, On the Job Training
- (o) PE, Pre-employment Training
- (p) PI, Pregnancy to Employment
- (q) PP, Protective Payee
- (r) PR, Processing Referral Back
- (s) PS, Post-employment, Write
- (t) PT, Part-time Employment, Write
- (u) PU, PRUCOL Activities
- (v) RA, Referred to Community Colleges
- (w) RB, Referred Back,
- (x) RI, Job Search Preparation
- (y) RJ, Referral to CJ Providers, Write
- (z) RO, Other Referral
- (aa) RS, Retention Services, Write
- (bb) RT, Referral to Tribal Services
- (cc) RZ, Referral to Community Colleges, PE/HW
- (dd) SA, Sanction
- (ee) TP, Teen Parent Barrier Removal
- (ff) VE, Vocational Education
- (gg) VU, Vocational Unapproved
- (hh) VS, Voluntary Community Service
- (ii) XB, Applying for SSI or other benefits
- (jj) XD, In a Division of Vocational Rehabilitation plan
- (kk) XH, Homeless
- (ll) XJ, Learning Disability Services
- (mm) XM, Medical Treatment
- (nn) XP, Parenting Skills
- (oo) ZA, 55 or older caretaker relative
- (pp) ZB, Caring for an adult with disabilities
- (qq) ZC, Caring for a Child with Special Needs
- (rr) ZD, Adult with severe and chronic disabilities or applying for SSI
- (5) Individual Responsibility Plans
- (6) Employment History: Write
- (7) Notes as follows:
 - (ss) Non-Special Records: Write
 - (tt) Special Records: Write
 - (uu) Assessment: Read for monitoring purposes as approved by DSHS
 - (vv) Case Staffing: Read for monitoring purposes as approved by DSHS
 - (ww) Whole Family Services: Read for monitoring as approved by DSHS
- (8) DSHS Funding/Payment History
- (9) Message Center/e-Message: Write
- (10) Follow-up Messages: Write
- (11) Non-Special Records WorkFirst Reports/Ad hoc Reports: Write
- (12) Frequently Asked Questions (FAQ)
- (13) Success Plan

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- (14) Subcategory Funding Information: All except for Counseling (64), Medical Exams (37), and Testing Diagnostic (34)
- (15) Education and Training Worksheet
- (16) Any common data elements developed jointly needed to perform the duties of the WorkFirst Program.
- (17) Individual Development Plan
- (18) Any common data elements developed jointly needed to perform the duties of the WF program.
- (19) Contractor will give their authorized contractor's staff Read Only access unless otherwise specified to the following data elements within their assigned caseloads:
 - (a) Caseload Client List
 - (b) Demographics
 - (c) Same component access as COMMERCE
 - (d) Component History
 - (e) Individual Responsibility Plans
 - (f) Employment History: Write
 - (g) Notes as follows:
 - (A) Non-Special Records: Write
 - (B) Special Records: Write Only
 - (C) Comprehensive Evaluation:
 - (1) General Questions Section
 - (2) College Evaluation Section
 - (3) ESD Employment Plan Section
 - (4) DSHS Final Decision
 - (h) DSHS/COMMERCE Funding History
 - (i) Message Center/e-Message
 - (j) Follow-up Messages: Write
 - (k) Frequently Asked Questions (FAQ)
 - (l) Success Plan
 - (m) Success Coach Notes
 - (n) Post-employment: Write

e. Data Access or Transfer

In order to enter specific client data and review existing caseload information as described above, under this Agreement data shall be accessed through:

1. Personal computers attached to a Local Area Network (LAN) on the State Governmental Network (SGN) using a unique sign in login ID and a complex password, (changed every 90 days), or
2. eJAS shall be accessed from the internet via an approved, Secured Gateway using a unique sign-in Login ID and a complex password. (Changed every 90 days.)
3. Data shall be limited to authorized Contractor staff whose duties require access to such Data in the performance of their assigned duties. Both parties reserve the right to revoke, at any time, an individual's authorization to access data. The party revoking authorization shall send a written Notice of Termination of Access, effective upon date of receipt, to the effected Contractor individual. Such notice shall be made by Certified mail.

f. Limitations on Use of Data

1. If the Data and analyses generated by Data Recipient contain personal information about DSHS clients, then any and all reports utilizing these Data shall be subject to review and approval by the Data Provider prior to publication in any medium or presentation in any forum.

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2. The Contractor shall protect information according to federal and state laws including the following.
 - a. Chapter 74.04 RCW General Provision- Administration
 - b. Chapter 42.17 RCW Disclosure – Campaign Finances – Lobbying - Records

15. NOTICE OF NONDISCLOSURE

The Contractor shall:

- a. Ensure each employee, volunteer, etc. who will have access to client confidential information signs Attachment D, Notice of Nondisclosure of Confidential Information, (hereafter, referenced as “nondisclosure form”) provided by Commerce when a new contract is issued and signed annually thereafter.
- b. Remind employees, volunteers, etc. annually of Commerce nondisclosure requirements.
- c. Retain copies of all signed nondisclosure forms on file for monitoring purposes and must be made available for Commerce review upon request.
- d. Take precautions to secure against unauthorized physical and electronic access to client data in a manner to prevent unauthorized access persons, including the public, from retrieving data by means of computer, remote terminal, or other means.
- e. Notify the Commerce Contract Contact listed on page one (1) of this contract within one (1) business day if unauthorized, disclosure or potential compromise of shared client data is discovered by the Contractor.
- f. Take note that violations of the nondisclosure provisions of this contract may result in criminal or civil penalties. Violation is a gross misdemeanor under RCW 74.04.060, punishable by imprisonment of not more than one year and/or a fine not to exceed five thousand dollars. Sanctions also may apply under other state and federal law, including civil and criminal penalties for violations of the HIPAA Privacy and Security rules.
- g. **Penalty**
Contractor shall ensure employees, contractors, volunteers, etc. who have access to data information under this Agreement are made fully aware of the following penalty:
 - (1) Violations of the nondisclosure provisions of this Agreement may result in criminal or civil penalties. Violation is a gross misdemeanor under RCW 74.04.060, punishable by imprisonment of not more than one year and/or a fine not to exceed five thousand dollars.
 - (2) Contractor will notify all authorized persons, who require access to data, of the use and disclosure requirements and penalties for unauthorized use/disclosure.
- h. **Payment**
 - (1) The Data provided under this Contract is provided at no charge to Contractor. Each party shall be responsible for any expenses incurred in providing or receiving Data. In exchange for the receipt of data, Contractor agrees to abide by the terms and conditions in this Contract.
 - (2) Any costs incurred in order for Contractor to access client data will be the responsibility of Contractor. This includes any costs for hardware/software upgrades, and costs to improve any systems or processors that will enable Contractor to access the data.

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i. Data Provisions

The Contractor or Contractor's staff may not release any information to any other agency or person without specific written consent. Unauthorized disclosure of information is a gross misdemeanor, punishable by law. The Contractor is subject to the same standards and laws of confidentiality as is Commerce.

j. Data Access

(a) The Contractor shall limit access to the client data to authorized staff whose duties specifically require access to such data in the performance of their assigned duties. Prior to making eligible client data available, the Contractor shall notify all staff with access to data of the authorized use and disclosure requirements identified in Contractor Nondisclosure of Confidential Information.

(b) Commerce reserves the right to revoke, at any time, an individual's authorization to access information. Commerce shall send a written Notice Termination of Access, effective no later than date of receipt, to the effected individual. Such notice shall be made by certified mail.

16. FRAUD REPORTING

The Contractor shall report any knowledge of welfare fraud to DSHS by calling 1-800-562-6906 or on-line at <https://www.dshs.wa.gov/faq/how-do-i-report-welfare-fraud-washington-state>.

17. ORDER OF PRECEDENCE

In the event of an inconsistency in this Contract, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Programs Guidelines
- Attachment I – WorkFirst Handbook
- Attachment C – Data Security
- Attachment D – Notice of Nondisclosure
- Attachment L – Contractor's RFQ Response
- Attachment E – Support Services Directory
- Attachment F – A19 Fiscal Voucher/Pay Point Tracker/Diverse Spend
- Attachment G – Income Verification Form
- Attachment H – Exception to the Rule (ETR) Form

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1. DEFINITIONS

As used throughout this Contract, the following terms shall have the meaning set forth below:

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "COMMERCE" shall mean the Department of Commerce.
- C. "Contract" or "Agreement" means the entire written agreement between COMMERCE and the Contractor, including any Exhibits, documents, or materials incorporated by reference. E-mail or Facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.
- D. "Contractor" shall mean the entity identified on the face sheet performing service(s) under this Contract, and shall include all employees and agents of the Contractor.
- E. "Modified Total Direct Costs (MTDC)" shall mean all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each subaward (regardless of the period of performance of the subawards under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each subaward in excess of \$25,000.
- F. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
- G. "State" shall mean the state of Washington.
- H. "Subgrantee"/"Subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this Contract under a separate contract with the Contractor. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.
- I. "Subrecipient" shall mean a non-federal entity that expends federal awards received from a pass-through entity to carry out a federal program, but does not include an individual that is a beneficiary of such a program. It also excludes vendors that receive federal funds in exchange for goods and/or services in the course of normal trade or commerce.
- J. "Vendor" is an entity that agrees to provide the amount and kind of services requested by COMMERCE; provides services under the grant only to those beneficiaries individually determined to be eligible by COMMERCE and, provides services on a fee-for-service or per-unit basis with contractual penalties if the entity fails to meet program performance standards.

2. ACCESS TO DATA

In compliance with RCW 39.26.180, the Contractor shall provide access to data generated under this Contract to COMMERCE, the Joint Legislative Audit and Review Committee, and the Office of the State Auditor at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the Contractor's reports, including computer models and the methodology for those models.

3. ADVANCE PAYMENTS PROHIBITED

No payments in advance of or in anticipation of goods or services to be provided under this Contract shall be made by COMMERCE.

4. ALL WRITINGS CONTAINED HEREIN

This Contract contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto.

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5. AMENDMENTS

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

6. AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the “ADA” 28 CFR Part 35

The Contractor must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

7. ASSIGNMENT

Neither this Contract, nor any claim arising under this Contract, shall be transferred or assigned by the Contractor without prior written consent of COMMERCE.

8. ATTORNEYS’ FEES

Unless expressly permitted under another provision of the Contract, in the event of litigation or other action brought to enforce Contract terms, each party agrees to bear its own attorney fees and costs.

9. AUDIT

If the Contractor is a subrecipient and expends \$750,000 or more in federal awards from any and/or all sources in any fiscal year, the Contractor shall procure and pay for a single audit or a program-specific audit for that fiscal year. Upon completion of each audit, the Contractor shall:

1. Submit to COMMERCE the reporting package specified in OMB Super Circular 2 CFR 200.501, reports required by the program-specific audit guide (if applicable), and a copy of any management letters issued by the auditor.
2. Submit to COMMERCE follow-up and developed corrective action plans for all audit findings.

If the Contractor is a subrecipient and expends less than \$750,000 in federal awards from any and/or all sources in any fiscal year, the Contractor shall notify COMMERCE they did not meet the single audit requirement.

The Contractor shall send all single audit documentation to auditreview@commerce.wa.gov.

If the Contractor is a “for-profit” organization, the Commerce WorkFirst Monitoring Process meets the audit criteria that is set forth in the OMB Guidance.

10. CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR INELIGIBILITY AND VOLUNTARY EXCLUSION—PRIMARY AND LOWER TIER COVERED TRANSACTIONS

A. Contractor, defined as the primary participant and its principals, certifies by signing these General Terms and Conditions that to the best of its knowledge and belief that they:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
2. Have not within a three-year period preceding this Contract, been convicted of 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 or private agreement or transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of federal Executive Order 12549; and

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- 4. Have not within a three-year period preceding the signing of this Contract had one or more public transactions (Federal, State, or local) terminated for cause of default.
- B. Where the Contractor is unable to certify to any of the statements in this Contract, the Contractor shall attach an explanation to this Contract.
- C. The Contractor agrees by signing this Contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by COMMERCE.
- D. The Contractor further agrees by signing this Contract that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," as follows, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

LOWER TIER COVERED TRANSACTIONS

- a) The lower tier Contractor certifies, by signing this Contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- b) Where the lower tier Contractor is unable to certify to any of the statements in this Contract, such contractor shall attach an explanation to this Contract.
- E. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded**, as used in this section, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact COMMERCE for assistance in obtaining a copy of these regulations.

11. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

- A. "Confidential Information" as used in this section includes:
 - 1. All material provided to the Contractor by COMMERCE that is designated as "confidential" by COMMERCE;
 - 2. All material produced by the Contractor that is designated as "confidential" by COMMERCE; and
 - 3. All personal information in the possession of the Contractor that may not be disclosed under state or federal law. "Personal information" includes but is not limited to information related to a person's name, health, finances, education, business, use of government services, addresses, telephone numbers, social security number, driver's license number and other identifying numbers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- B. The Contractor shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Contractor shall use Confidential Information solely for the purposes of this Contract and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Contractor shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Contractor shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Contract whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Contractor shall make the changes within the time period specified by COMMERCE. Upon request, the Contractor shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.

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- C. Unauthorized Use or Disclosure. The Contractor shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

12. CONFLICT OF INTEREST

Notwithstanding any determination by the Executive Ethics Board or other tribunal, the COMMERCE may, in its sole discretion, by written notice to the CONTRACTOR terminate this contract if it is found after due notice and examination by COMMERCE that there is a violation of the Ethics in Public Service Act, Chapters 42.52 RCW and 42.23 RCW; or any similar statute involving the CONTRACTOR in the procurement of, or performance under this contract.

Specific restrictions apply to contracting with current or former state employees pursuant to chapter 42.52 of the Revised Code of Washington. The CONTRACTOR and their subcontractor(s) must identify any person employed in any capacity by the state of Washington that worked on the (YOUR PROGRAM NAME) including but not limited to formulating or drafting the legislation, participating in grant procurement planning and execution, awarding grants, and monitoring grants, during the 24 month period preceding the start date of this Grant. Identify the individual by name, the agency previously or currently employed by, job title or position held, and separation date. If it is determined by COMMERCE that a conflict of interest exists, the CONTRACTOR may be disqualified from further consideration for the award of a Grant.

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

13. COPYRIGHT PROVISIONS

Unless otherwise provided, all Materials produced under this Contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the Contractor hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.

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

For Materials that are delivered under the Contract, but that incorporate pre-existing materials not produced under the Contract, the Contractor hereby grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Contractor warrants and represents that the Contractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

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

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14. DISPUTES

Except as otherwise provided in this Contract, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing with the Director of COMMERCE, who may designate a neutral person to decide the dispute.

The request for a dispute hearing must:

- be in writing;
- state the disputed issues;
- state the relative positions of the parties;
- state the Contractor's name, address, and Contract number; and
- be mailed to the Director and the other party's (respondent's) Contract Representative within three (3) working days after the parties agree that they cannot resolve the dispute.

The respondent shall send a written answer to the requestor's statement to both the Director or the Director's designee and the requestor within five (5) working days.

The Director or designee shall review the written statements and reply in writing to both parties within ten (10) working days. The Director or designee may extend this period if necessary by notifying the parties.

The decision shall not be admissible in any succeeding judicial or quasi-judicial proceeding.

The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

Nothing in this Contract shall be construed to limit the parties' choice of a mutually acceptable alternate dispute resolution (ADR) method in addition to the dispute hearing procedure outlined above.

15. DUPLICATE PAYMENT

COMMERCE shall not pay the Contractor, if the Contractor has charged or will charge the State of Washington or any other party under any other contract or agreement, for the same services or expenses.

16. GOVERNING LAW AND VENUE

This Contract shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

17. INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the state of Washington, COMMERCE, agencies of the state and all officials, agents and employees of the state, from and against all claims for injuries or death arising out of or resulting from the performance of the contract. "Claim" as used in this contract, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney's fees, attributable for bodily injury, sickness, disease, or death, or injury to or the destruction of tangible property including loss of use resulting therefrom.

The Contractor's obligation to indemnify, defend, and hold harmless includes any claim by Contractor's agents, employees, representatives, or any subcontractor or its employees.

The Contractor expressly agrees to indemnify, defend, and hold harmless the State for any claim arising out of or incident to the Contractor's or any subcontractor's performance or failure to perform the contract. The Contractor's obligation to indemnify, defend, and hold harmless the State shall not be eliminated or reduced by any actual or alleged concurrent negligence of State or its agents, agencies, employees and officials.

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The Contractor waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless the state and its agencies, officers, agents or employees.

18. INDEPENDENT CAPACITY OF THE CONTRACTOR

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

19. INDIRECT COSTS

The Grantee shall provide their indirect cost rate that has been negotiated between their entity and the Federal Government. If no such rate exists a de minimis indirect cost rate of 10% of modified total direct costs (MTDC) will be used.

20. INDUSTRIAL INSURANCE COVERAGE

The Contractor shall comply with all applicable provisions of Title 51 RCW, Industrial Insurance. If the Contractor fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, COMMERCE may collect from the Contractor the full amount payable to the Industrial Insurance Accident Fund. COMMERCE may deduct the amount owed by the Contractor to the accident fund from the amount payable to the Contractor by COMMERCE under this Contract, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the Contractor.

21. LAWS

The Contractor shall comply with all applicable laws, ordinances, codes, regulations and policies of local, state, and federal governments, as now or hereafter amended.

22. LICENSING, ACCREDITATION AND REGISTRATION

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

23. LIMITATION OF AUTHORITY

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

24. NONCOMPLIANCE WITH NONDISCRIMINATION LAWS

During the performance of this Contract, the Contractor shall comply with all federal, state, and local nondiscrimination laws, regulations and policies. In the event of the Contractor's non-compliance or refusal to comply with any nondiscrimination law, regulation or policy, this Contract may be rescinded, canceled or terminated in whole or in part, and the Contractor may be declared ineligible for further contracts with COMMERCE. The Contractor shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

25. PAY EQUITY

The Contractor agrees to ensure that "similarly employed" individuals in its workforce are compensated as equals, consistent with the following:

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- a. Employees are “similarly employed” if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed;
- b. Contractor may allow differentials in compensation for its workers if the differentials are based in good faith and on any of the following:
 - (i) A seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels.
 - (ii) A bona fide job-related factor or factors may include, but not be limited to, education, training, or experience that is: Consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential.
 - (iii) A bona fide regional difference in compensation level must be: Consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential.

This Contract may be terminated by COMMERCE, if COMMERCE or the Department of Enterprise services determines that the Contractor is not in compliance with this provision.

26. POLITICAL ACTIVITIES

Political activity of Contractor employees and officers are limited by the State Campaign Finances and Lobbying provisions of Chapter 42.17A RCW and the Federal Hatch Act, 5 USC 1501 - 1508.

No funds may be used for working for or against ballot measures or for or against the candidacy of any person for public office.

27. PROCUREMENT STANDARDS FOR FEDERALLY FUNDED PROGRAMS

A Contractor which is a local government or Indian Tribal government must establish procurement policies and procedures in accordance with 2 CFR Part 200, for all purchases funded by this Contract.

A Contractor which is a nonprofit organization shall establish procurement policies in accordance with 2 CFR Part 200, for all purchases funded by this Contract.

The Contractor's procurement system should include at least the following:

- 1. A code or standard of conduct that shall govern the performance of its officers, employees, or agents engaged in the awarding of contracts using federal funds.
- 2. Procedures that ensure all procurement transactions shall be conducted in a manner to provide, to the maximum extent practical, open and free competition.
- 3. Minimum procedural requirements, as follows:
 - a. Follow a procedure to assure the avoidance of purchasing unnecessary or duplicative items.
 - b. Solicitations shall be based upon a clear and accurate description of the technical requirements of the procured items.
 - c. Positive efforts shall be made to use small and minority-owned businesses.
 - d. The type of procuring instrument (fixed price, cost reimbursement) shall be determined by the Contractor, but must be appropriate for the particular procurement and for promoting the best interest of the program involved.

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- e. Contracts shall be made only with reasonable subgrantees/subcontractors who possess the potential ability to perform successfully under the terms and conditions of the proposed procurement.
 - f. Some form of price or cost analysis should be performed in connection with every procurement action.
 - g. Procurement records and files for purchases shall include all of the following:
 - 1) Contractor selection or rejection.
 - 2) The basis for the cost or price.
 - 3) Justification for lack of competitive bids if offers are not obtained.
 - h. A system for contract administration to ensure Contractor conformance with terms, conditions and specifications of this Contract, and to ensure adequate and timely follow-up of all purchases.
4. Contractor and Subcontractor must receive prior approval from COMMERCE for using funds from this Contract to enter into a sole source contract or a contract where only one bid or proposal is received when value of this Contract is expected to exceed \$5,000.

Prior approval requests shall include a copy of proposed contracts and any related procurement documents and justification for non-competitive procurement, if applicable.

28. PUBLICITY

The Contractor agrees not to publish or use any advertising or publicity materials in which the state of Washington or COMMERCE's name is mentioned, or language used from which the connection with the state of Washington's or COMMERCE's name may reasonably be inferred or implied, without the prior written consent of COMMERCE.

29. RECAPTURE

In the event that the Contractor fails to perform this Contract in accordance with state laws, federal laws, and/or the provisions of this Contract, COMMERCE reserves the right to recapture funds in an amount to compensate COMMERCE for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the Contractor of funds under this recapture provision shall occur within the time period specified by COMMERCE. In the alternative, COMMERCE may recapture such funds from payments due under this Contract.

30. RECORDS MAINTENANCE

The Contractor shall maintain books, records, documents, data and other evidence relating to this contract and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract.

The Contractor shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the contract, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

31. REGISTRATION WITH DEPARTMENT OF REVENUE

If required by law, the Contractor shall complete registration with the Washington State Department of Revenue.

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32. RIGHT OF INSPECTION

The Contractor shall provide right of access to its facilities to COMMERCE, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this contract.

33. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to normal completion, COMMERCE may terminate the Contract under the "Termination for Convenience" clause, without the ten calendar day notice requirement. In lieu of termination, the Contract may be amended to reflect the new funding limitations and conditions.

34. SEVERABILITY

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

35. SITE SECURITY

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

36. SUBCONTRACTING

The Contractor may only subcontract work contemplated under this Contract if it obtains the prior written approval of COMMERCE.

If COMMERCE approves subcontracting, the Contractor shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, COMMERCE in writing may: (a) require the Contractor to amend its subcontracting procedures as they relate to this Contract; (b) prohibit the Contractor from subcontracting with a particular person or entity; or (c) require the Contractor to rescind or amend a subcontract.

Every subcontract shall bind the Subcontractor to follow all applicable terms of this Contract. The Contractor is responsible to COMMERCE if the Subcontractor fails to comply with any applicable term or condition of this Contract. The Contractor shall appropriately monitor the activities of the Subcontractor to assure fiscal conditions of this Contract. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to COMMERCE for any breach in the performance of the Contractor's duties.

Every subcontract shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a Subcontractor's performance of the subcontract.

37. SURVIVAL

The terms, conditions, and warranties contained in this Contract that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Contract shall so survive.

38. TAXES

All payments accrued on account of payroll taxes, unemployment contributions, the Contractor's income or gross receipts, any other taxes, insurance or expenses for the Contractor or its staff shall be the sole responsibility of the Contractor.

39. TERMINATION FOR CAUSE

In the event COMMERCE determines the Contractor has failed to comply with the conditions of this contract in a timely manner, COMMERCE has the right to suspend or terminate this contract. Before suspending or terminating the contract, COMMERCE shall notify the Contractor in writing of the need

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to take corrective action. If corrective action is not taken within 30 calendar days, the contract may be terminated or suspended.

In the event of termination or suspension, the Contractor shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time.

COMMERCE reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Contractor or a decision by COMMERCE to terminate the contract. A termination shall be deemed a "Termination for Convenience" if it is determined that the Contractor: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of COMMERCE provided in this contract are not exclusive and are, in addition to any other rights and remedies, provided by law.

40. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Contract, COMMERCE may, by ten (10) business days written notice, beginning on the second day after the mailing, terminate this Contract, in whole or in part. If this Contract is so terminated, COMMERCE 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 termination.

41. TERMINATION PROCEDURES

Upon termination of this contract, COMMERCE, in addition to any other rights provided in this contract, may require the Contractor to deliver to COMMERCE any property specifically produced or acquired for the performance of such part of this contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

COMMERCE shall pay to the Contractor the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the Contractor and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Authorized Representative shall determine the extent of the liability of COMMERCE. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract. COMMERCE may withhold from any amounts due the Contractor such sum as the Authorized Representative determines to be necessary to protect COMMERCE against potential loss or liability.

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

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

1. Stop work under the contract on the date, and to the extent specified, in the notice;
2. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract that is not terminated;
3. Assign to COMMERCE, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
4. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;

**GENERAL TERMS AND CONDITIONS
CLIENT SERVICE
FEDERAL FUNDS**

5. Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the contract had been completed, would have been required to be furnished to COMMERCE;
6. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and
7. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this contract, which is in the possession of the Contractor and in which COMMERCE has or may acquire an interest.

42. TREATMENT OF ASSETS

Title to all property furnished by COMMERCE shall remain in COMMERCE. Title to all property furnished by the Contractor, for the cost of which the Contractor is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in COMMERCE upon delivery of such property by the Contractor. Title to other property, the cost of which is reimbursable to the Contractor under this contract, shall pass to and vest in the AGENCY upon (i) issuance for use of such property in the performance of this contract, or (ii) commencement of use of such property in the performance of this contract, or (iii) reimbursement of the cost thereof by COMMERCE in whole or in part, whichever first occurs.

- A. Any property of COMMERCE furnished to the Contractor shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this contract.
- B. The Contractor shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management practices.
- C. If any COMMERCE property is lost, destroyed or damaged, the Contractor shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.
- D. The Contractor shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this contract

All reference to the Contractor under this clause shall also include Contractor's employees, agents or Subcontractors.

43. 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 and signed by Authorized Representative of COMMERCE

FY20 and FY21 Commerce WorkFirst Programs Scope of Work (Sample)

Program Descriptions

Community Jobs (CJ)

The CJ Program is a WorkFirst activity that provides TANF and TANF LEP participants with up to six (6) months of paid, temporary employment combined with intensive case management to resolve employment barriers and participate in stacked activities.

CJ gives participants the opportunity to gain experience in an employment setting while increasing their income, skills, and self-confidence. It also provides participants with opportunities to build references, develop networking connections, and demonstrate their work skills directly by performing jobs within their chosen field.

LEP participants must be provided with culturally and linguistically appropriate services to stabilize their lives and support their families. Contractors are expected to serve LEP participants from ESL level one (1) through six (6). Executive Order 13166 mandates that agencies receiving federal funding must provide, develop and implement a system by which LEP persons can meaningfully access services that are normally provided in English.

There are three (3) options for the CJ Program:

1. Full-time CJ:
 - a. 20 hours per week in the temporary subsidized job
 - b. Wages must be at the state or local minimum wage (whichever is highest)
 - c. 2-10 hours per week of issue resolution (barriers) that may or may not be coded
 - d. Must have a minimum of one case managed barrier open throughout the duration of the program. Barriers may change to reflect participant goals and needs
 - e. 10 - 18 hours per week of coded stacked activities. The combination of barrier removal and stacked activities cannot exceed 20 hours per week
 - f. Worksites must be at a non-profit, tribal, or public entity
 - g. The program can be combined with unsubsidized employment
2. Part-time CJ:
 - a. Available to single parents with a child under the age of six. When the child reaches the age of 6, DSHS must be contacted to determine the next appropriate activity
 - b. 20 hours per week in a temporary subsidized job
 - c. Wages must be at the state or local minimum wage (whichever is highest)
 - d. 3 hours per week of stacked activities that can be one of the following, or a combination of both:
 - i. Life Skills (LS)
 - ii. Coded barrier removal (such as mental or physical health, chemical dependency, and family violence)
 - e. Worksites must be at a non-profit, tribal, or public entity
 - f. The program can be combined with unsubsidized employment
3. Career Jump:
 - a. The intent of Career Jump is for the participant to transition onto the employer's payroll.
 - b. Participants can transition to the Career Jump program at any time, even if they have already engaged in the full-time CJ, part-time CJ, or Community Works Programs
 - c. Up to 433 hours of subsidized wages (approximately 21 weeks at 20 hrs/week or 10 weeks at 40 hrs/week) before the participant transitions to employer payroll.

FY20 and FY21 Commerce WorkFirst Programs Scope of Work (Sample)

- d. Wages must be at the state or local minimum wage (whichever is highest)
- e. Participant must meet the full-time participation requirement and may need to engage in stacked activities
- f. Worksites can be at a for-profit, non-profit, tribal, or public entity

Community Works (WC)

The WC Program provides an unpaid work activity to TANF participants to support their engagement in an education pathway, assist them in gaining recent work experience, or provides them a core work activity that meets TANF requirements.

- a. **Not available to LEP participants**
- b. Hours are based on the federal Fair Labor Standards Act (FLSA) regulations related to unpaid volunteer work
- c. Minimum of one month at the worksite and up to 12 months
- d. Participant must be at the worksite at least five (5) hours per week
- e. If attending school, worksites should be co-located on campus when possible
- f. If not attending school, the worksite placement should increase employability

Combining Community Jobs with Unsubsidized Employment

Participants with unsubsidized employment at 15 hours (or less) per week where career progression is unlikely may participate in both PT and FT CJ. Participants who obtain unsubsidized employment at 15 hours (or less) per week while in the CJ Program should remain in the program. Please refer to the Commerce WorkFirst Programs Guidelines for details.

All Commerce WorkFirst Programs provide

- a. An initial assessment that identifies work experience and education level as well as current and desired work skills
- b. Career planning that identifies both short-term and long-term job goals
- c. On-going assistance for work-related issues
- d. Work-related support services
- e. Assistance with developing childcare and transportation plans

Administrative/Management Requirements

Program Management and Services

Contractors must:

- a. Ensure that all contract requirements are met
 - Comply with Commerce WorkFirst Programs Guidelines, Scope of Work requirements, and the DSHS WorkFirst Handbook
- b. Ensure that staff are trained in contract requirements
- c. Act as the "Employer of Record" for all program participants. Provide all employer payroll functions for participants including processing and issuing wages to participants in Community Jobs and Career Jump. The contractor is required to pay for Labor and Industry (L&I) benefits for all program participants.
- d. Proactively manage spending to ensure continuous services throughout the entire contract year
 - Contractors must contact Commerce for documented approval prior to reducing or stopping referrals
 - Communicate, at least 30 calendar days, in advance of any budget modification requests

FY20 and FY21 Commerce WorkFirst Programs Scope of Work (Sample)

- e. Maintain written procedures related to support services, participant payroll, and pay points
- f. Participate in required training(s)
- g. Actively participate in Local Planning Area (LPA) activities
- h. Coordinate with local Community Services Offices, Employment Security Department, Community/Technical Colleges, non-profit, tribal and government agencies as appropriate
- i. Provide documentation and data as requested that may be needed to verify invoicing, measure performance, etc.
- j. Use Commerce Caseload Management Report (CLMR), Monthly Customer Accountability Report (MCAR), Daily Customer Accountability Report (DCAR) and all other available reporting tools to ensure participants are coded for full-time participation and are meeting participation requirements
- k. Establish a documented process to randomly verify participation reported as reported on a participant's Job Readiness/Job Hunting Log
 - One percent of the monthly total number of participants must be documented as verified. Documentation must be retained on file and available either upon request or during a monitoring visit. Please see the Commerce WorkFirst Programs Guidelines for additional information.
- l. Provide or leverage program services as noted in the Program Descriptions and other contract documents (e.g., worksites, stacked activities)

Employment Conditions (WAC 388-310-1500)

Contractors must ensure the participant's placement at the worksite meets the criteria as described in WAC 388-310-1500 (<https://app.leg.wa.gov/wac/default.aspx?cite=388-310-1500>).

Employment Laws

Contractors must ensure that they and the worksite meet all applicable employment laws (e.g., paid family leave, non-discrimination, workplace safety).

Affordable Care Act

Contractors are responsible for determining what actions are necessary to meet ACA law compliance.

Confidentiality and Data Sharing

1. Confidentiality:
 - a. Contractors shall not use or disclose any information concerning any participant for any purpose not directly connected with the administration of the contractor's responsibilities under this agreement except by prior permission of the Commerce WorkFirst Program participant unless required by law or court order.
 - b. Any documents submitted to Commerce that include confidential information must be sent using Secure File Transfer.
2. Data Sharing (additional information on this topic can be found in the Special Terms and Conditions of the contract):
 - a. The contractor may not release any information to any other agency or person without specific written consent unless required by law or court order.
 - b. Unauthorized disclosure of information is a gross misdemeanor, punishable by law. The Contractor is subject to the same standards and laws of confidentiality as is Commerce.
 - c. Contractor staff must sign confidentiality release forms for any and all communications or referrals pertaining to Commerce WorkFirst Program participants.

FY20 and FY21 Commerce WorkFirst Programs Scope of Work (Sample)

3. Data Access (additional information on this topic can be found in the Special Terms and Conditions of the contract):
 - a. The contractor shall limit access to participant data to authorized staff whose duties specifically require access to such data in the performance of their assigned duties.
 - b. Prior to making participant data available, the contractor shall notify all staff with access to data of the authorized use and disclosure requirements identified in the most updated Commerce Nondisclosure of Confidential Information – Non-Employee Form.
 - c. Commerce reserves the right to revoke, at any time, an individual's authorization to access information. Commerce shall send a written Notice Termination of Access, effective no later than the date of receipt, to the affected individual. Such notice shall be made by certified mail.
 - d. The Contractor must contact Commerce whenever they need to increase the number of staff that are granted access to eJAS.
 - e. The Contractor must contact Commerce immediately, when any staff or volunteer with access to the eJAS is terminated from employment or when their duties no longer require access to eJAS.
4. Required Forms
 - a. Commerce Nondisclosure of Confidential Information Agreement – Non-Employee
 - i. Contractor staff must sign and submit the form
 - When their position requires them to work with Commerce program information,
 - At the start of the contract year, and
 - When requesting eJAS access for new employees
 - ii. The signed non-disclosure form must be maintained on file and available upon request
 - b. Prior to the provision of services, contractor staff must ensure each participant signs the following required forms:
 - i. DSHS Consent Form DSHS 14-012(X) at https://www.dshs.wa.gov/office-of-the-secretary/forms?field_number_value=14-012&title=
 - The form is available in 59 languages. Contractors must ensure that the form is printed and signed in the participant's preferred language
 - The signed consent form must be maintained in the participant's case file and made available upon request
 - ii. Contractor generated Authorization of Release of Information form(s) prior to sharing a participant's personal and confidential information with a third party provider. The contractor has the discretion to determine the form's format
 - The signed consent form must be maintained in the participant's case file and made available upon request

Fraud Reporting

The Contractor must report any knowledge of welfare fraud to DSHS by calling 1-800-562-6906 or online at <https://wadshs.libera.com/Sys7CMSPortal-FCMS-WA/fraud/report.aspx>

Holidays

Participants are not allowed to work on state recognized holidays. Participants may only be given a paid holiday if they are scheduled to work on that day.

Earned Income Tax Credit

Contractors are required to participate in the Earned Income Tax Credit program and educate CJ participants on the benefits of this opportunity.

FY20 and FY21 Commerce WorkFirst Programs Scope of Work (Sample)

Specific to Consortia

For service areas operating as a consortium, the following are the Lead Contractor's responsibilities or requirements:

- a. May not charge more than fifteen (15) percent of the subcontractor's pay points for administrative expenses. Administrative expenses cannot be applied to reimbursable expenses (i.e., wages, benefits, payroll taxes, and support services).
- b. Maintain active consortium representation within the Local Planning Area (LPA) partnership.
- c. Ensure that sub-contractor(s) billing is accurate prior to submission to Commerce.
- d. Maintain written procedures related to subcontracting.
- e. Maintain written procedures to ensure subcontractor(s) compliance with the fiscal conditions of the contract including procedures relating to support services, participant payroll, and pay points.
- f. Maintain documentation and copies of all subcontracts and records related to the subcontractor(s).
- g. Maintain written procedures and tools for subcontractor(s) monitoring that ensures all contract, Scope of Work, Commerce WorkFirst Programs Guidelines, and WorkFirst Handbook requirements are met
- h. Monitor subcontractor(s) **every two (2) years** to ensure compliance with all contract requirements
- i. Verify lead contractor and subcontractor(s) staff attendance at required trainings
- j. Maintain written procedures associated with communication distribution, technical assistance, and training

Performance Measures

Contractors are expected to meet the following performance measures:

1. Sixty (60) percent Gain Unsubsidized Employment
 - a. Sixty (60) percent out of all part-time CJ, full-time CJ, and Career Jump participants who enroll (i.e., start at a worksite) must gain unsubsidized employment.
 - b. The unsubsidized employment must, at a minimum, be retained for fourteen (14) days from the employment start date.
 - c. The unsubsidized employment must, at a minimum, meet the "Part-time Unsubsidized Employment" pay point criteria.
2. Federal Participation
 - a. Participants must meet participation requirements.
 - b. Federal participation is a statewide WorkFirst partner performance measure. Commerce is evaluated by DSHS for the accuracy rate of monthly participation documentation.
 - c. Commerce reserves the right to deny or recoup pay points for participants who do not consistently meet participation requirements.
 - For example, a participant who does not meet stacked activity participation requirements for more than one month without clear documentation of case manager attempts to address the issue.

Compensation, Invoicing, and Payment

Compensation

- a. Commerce will pay the Contractor all allowable costs based on pay points and reimbursements that meet the required criteria and are accomplished during this contract period.

FY20 and FY21 Commerce WorkFirst Programs Scope of Work (Sample)

- b. The total amount reimbursed will not exceed the contract total amount stated on the Contract Face Sheet and any subsequent amendments.
- c. The contractor will have the flexibility to manage the allotment within the Community Jobs, Career Jump, and Community Works programs without designated categories for pay point, support services, and payroll expenses.
- d. Lead Contractors, who subcontract program services, are limited to a maximum of fifteen (15) percent that can be charged from pay points earned for administrative expenses. Remaining pay point funds will be passed through to subcontractors providing direct service for all Commerce WorkFirst programs. No administrative charges may be applied to reimbursable expenses such as participant payroll, benefits, payroll taxes, or support services expenses.

Billing Provisions

- a. To obtain monthly reimbursement, the Contractor shall submit a monthly A-19 fiscal voucher, via email, to comworkfirst@commerce.wa.gov.
 - o If backup documentation is requested and contains confidential information, it must be submitted via Secure File Transfer
- b. All pay points that must be struck from the pay point report requires documented approval from Commerce staff. This approval will be maintained on file with the contractor.
- c. All pay points that do not show on the pay point report must be added to the pay point tracker.
- d. All backup documentation (e.g., payroll ledgers, timecards, attendance logs) must be kept on file and available upon request. Commerce reserves the right to use billing backup documentation to verify performance and ensure contract requirements are being met. If performance or contract requirements are not met, Commerce reserves the right to require that the contractor repays pay points or reimbursements to Commerce.
- e. Commerce reserves the right to request additional documentation of data, billing, and performance measures. This additional documentation may be required for reimbursement.
- f. A19 Fiscal vouchers presented for reimbursement without the required data will not be processed for payment until the data is received and verified.

Billing Schedule

- a. The billing period for each fiscal voucher will be monthly.
- b. Any missed or overbilled payment points or reimbursements will be captured in the billing for the following month. Please see the Commerce WorkFirst Programs Guidelines for additional information.
- c. Completed A-19s and required documentation and/or reports must be electronically submitted and received by Commerce by the 20th of the following month for the service month being billed.
 - If the 20th falls on a Saturday, the fiscal voucher is due on the Friday before the 20th.
 - If the 20th falls on a Sunday, the fiscal voucher is due on the Monday after the 20th.
- d. The final fiscal voucher covering costs incurred for work performed on or before June 30, 2020, for FY20, must be received by Commerce on or before Friday, July 10, 2020. Commerce WorkFirst reserves the right to require an earlier date.
- e. The final fiscal voucher covering costs incurred for work performed on or before June 30, 2021, for FY21, must be received by Commerce on or before Friday, July 9, 2021. Commerce WorkFirst reserves the right to require an earlier date.

FY20 and FY21 Commerce WorkFirst Programs Scope of Work (Sample)

- f. Contractors must notify Commerce staff if any billing or back up documentation will not be received by the billing due date.
- g. Fiscal vouchers received later than 60 days from the last day of the month being billed will only be processed with prior written approval from Commerce staff, with the exception of the final fiscal voucher.
- h. Commerce shall remit payment to the contractor within thirty (30) days after receiving and approving the fiscal voucher.

Reimbursements

Commerce will reimburse contractors for the following:

- a. Participant wages and associated payroll taxes
 - Contractors are responsible for wage subsidy costs, including participant payroll and employer payroll expenses for the Community Jobs and Career Jump programs. Commerce will reimburse the Contractor 100 percent of payroll costs related directly to the participant.
- b. Support Services (must meet criteria in the Support Services Directory)

Pay Point Schedule

Please see the Commerce WorkFirst Programs Guidelines for the requirements that must be met in order to claim each pay point. Commerce reserves the right to modify or amend the pay point schedule.

Community Jobs (CJ): full-time CJ, part-time CJ, and Career Jump	Revenue
Plan Create	\$320.00
Worksite Placement/Program Start Date	\$530.00
Monthly Updates	\$320.00
1st Stacked Activity (any component)	\$160.00
2nd Stacked Activity (JT ONLY)(FT CJ or Career Jump ONLY)	\$160.00
Attendance Reporting (1st Stacked Activity ONLY)	\$160.00
Part-Time Unsubsidized Employment	\$850.00
Full-Time Unsubsidized Employment	\$850.00
Career Jump Worksite Placement/Program Start Date	\$270.00
• If the program start pay point has been claimed through the CJ or WC programs	
Career Jump Worksite Placement/Program Start Date	\$800.00
• If the program Start pay point has not been claimed through the CJ or WC programs	

Community Works (WC)	Revenue
Plan Create	\$320.00
Worksite Placement/Program Start Date	\$530.00
Monthly Updates	\$220.00
Monthly Attendance	\$160.00

Prepaid Merchant Cards

Federal guidelines indicate that any unspent prepaid merchant card funds must be returned to the WorkFirst program. Commerce recommends against the use of pre-paid merchant cards. If pre-paid merchant cards are used by the contractor, there must be a policy in place to ensure that any unspent funds will be returned to Commerce by the end of the fiscal year.



Department of Commerce

Commerce WorkFirst Programs Guidelines (Sample)

SFY 2020 and SFY 2021

Revised January 2019

FY20 and FY21 Commerce WorkFirst Programs Guidelines (Sample)

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FY20 and FY21 Commerce WorkFirst Programs Guidelines (Sample)

Program Descriptions

Community Jobs (CJ)

The CJ Program is a WorkFirst activity that provides TANF and TANF LEP participants with up to six (6) months of paid, temporary employment combined with intensive case management to resolve employment barriers and participate in stacked activities.

CJ gives participants the opportunity to gain experience in an employment setting while increasing their income, skills, and self-confidence. It also provides participants with opportunities to build references, develop networking connections, and demonstrate their work skills directly by performing jobs within their chosen field.

LEP participants must be provided with culturally and linguistically appropriate services to stabilize their lives and support their families. Contractors are expected to serve LEP participants from ESL level one (1) through six (6). Executive Order 13166 mandates that agencies receiving federal funding must provide, develop and implement a system by which LEP persons can meaningfully access services that are normally provided in English.

There are three (3) options for the CJ Program:

1. Full-time CJ:
 - a. 20 hours per week in the temporary subsidized job
 - b. Wages must be at the state or local minimum wage (whichever is highest)
 - c. 2-10 hours per week of issue resolution (barriers) that may or may not be coded
 - d. Must have a minimum of one case managed barrier open throughout the duration of the program.
Barriers may change to reflect participant goals and needs
 - e. 10 - 18 hours per week of coded stacked activities. The combination of barrier removal and stacked activities cannot exceed 20 hours per week
 - f. Worksites must be at a non-profit, tribal, or public entity
 - g. The program can be combined with unsubsidized employment
2. Part-time CJ:
 - a. Available to single parents with a child under the age of six. When the child reaches the age of 6, DSHS must be contacted to determine the next appropriate activity
 - b. 20 hours per week in a temporary subsidized job
 - c. Wages must be at the state or local minimum wage (whichever is highest)
 - i. 3 hours per week of stacked activities that can be one of the following, or a combination of both: Life Skills (LS)
 - ii. Coded barrier removal (such as mental or physical health, chemical dependency, and family violence)
 - d. Worksites must be at a non-profit, tribal, or public entity
 - e. The program can be combined with unsubsidized employment

FY20 and FY21 Commerce WorkFirst Programs Guidelines (Sample)

3. Career Jump:

- a. The intent of Career Jump is for the participant to transition onto the employer's payroll.
- b. Participants can transition to the Career Jump program at any time, even if they have already engaged in the full-time CJ, part-time CJ, or Community Works Programs
- c. Up to 433 hours of subsidized wages (approximately 21 weeks at 20 hrs/week or 10 weeks at 40 hrs/week) before the participant transitions to employer payroll.
- d. Wages must be at the state or local minimum wage (whichever is highest)
- e. Participant must meet the full-time participation requirement and may need to engage in stacked activities
- f. Worksites can be at a for-profit, non-profit, tribal, or public entity

Please see the WorkFirst Handbook, CJ section, for the qualifications for part-time CJ, full-time CJ, and Career Jump Programs.

Community Works (WC)

The WC Program provides an unpaid work activity to TANF participants to support their engagement in an education pathway, assist them in gaining recent work experience, or provides them a core work activity that meets TANF requirements.

- a. **Not available to LEP participants**
- b. Hours are based on the federal Fair Labor Standards Act (FLSA) regulations related to unpaid volunteer work
- c. Minimum of one month at the worksite and up to 12 months
- d. Participant must be at the worksite at least five (5) hours per week
- e. If attending school, worksites should be co-located on campus when possible
- f. If not attending school, the worksite placement should increase employability

Please see the WorkFirst Handbook, Community Works section, for the qualifications for the program.

Program Timelines:

- Please Commerce WorkFirst Timelines and Program Flow Chart

Combining Community Jobs and Unsubsidized Employment

- Participants with unsubsidized employment at 15 hours or less per week where career progression is unlikely may participate in both PT CJ and FT CJ.
- Participants who obtain unsubsidized employment at 15 hours (or less) per week while in the CJ Program should remain in the program.
- The combination of CJ worksite hours and unsubsidized employment hours must not exceed 20 hours per week.

In both cases, contact Commerce to adjust the CJ worksite employment screen hours below 20 hours per week.

FY20 and FY21 Commerce WorkFirst Programs Guidelines (Sample)

Participants may be with the same employer for both unsubsidized employment and a CJ worksite (as long as worksite parameters are met). It is very important that the work schedule, job duties, and supervisor are different. Lack of clear delineation and communication can lead to issues with wage and L&I premiums.

Barrier/Issue Resolution

Intensive case management is essential to Commerce WorkFirst Programs. Case managers and participants collaborate to resolve, reduce, or manage issues that pose a challenge to maintaining employment.

- Required for all part-time and full-time CJ participants
- CJ requirement: must have a minimum of one “case managed” barrier open throughout the duration of the program
 - Barriers may change to reflect participant goals and needs
- Participants must work on barriers every week
- Optional for WC and Career Jump participants

Expectations and Documentation Requirements:

- Action plans clearly state the goal and include participant actions, case management actions, and timelines
- Case managers enter monthly barrier updates in eJAS in the Commerce Program Plan/IDP
- Barrier updates summarize participant and case manager actions and show steady progress towards the goal

If there is no progress:

- If the participant is not making progress towards the goal:
 - Hold the participant accountable and document what actions the case manager and participant will be taking
 - Close the barrier and open a new barrier that participant would rather focus on

Worksites

Worksite placement must increase skills and employability towards the participant’s employment goal or support their education pathway. Worksite employers offer an avenue where participants can learn and practice the skills necessary to succeed and advance in the workforce.

- Part-time CJ, full-time CJ, and WC participants must be placed at a non-profit, tribal, or public entity
- Career Jump participants may be placed at a for-profit, non-profit, tribal, or public entity with the goal of transitioning to the employer's payroll

Expectations:

- Must follow the “Employment Conditions” and “Employment Laws” in the Scope of Work
- Participant must be placed at a worksite within 10 business days of first contact

FY20 and FY21 Commerce WorkFirst Programs Guidelines (Sample)

- If the participant is not able to start within 10 business days of first contact, the case manager must note in the client notes section of eJAS what attempts were made by the case manager and client to meet this timeframe
- If a participant is scheduled for more than five (5) hours, they must have a scheduled thirty (30) minute unpaid lunch break*
 - *Exception: a lunch break is not required if a lunch break waiver form is completed by the participant and the worksite agrees. If there is agreement, the form must be maintained on file*
- Case managers receive and review a monthly worksite evaluation that is completed by the worksite supervisor
- Case managers receive and review timesheets
- Case managers contact the worksite supervisor once a month to (part of monthly updates):
 - Follow up on monthly evaluation
 - Review successes and challenges
 - Identify skills gained
 - If issues have been identified, the case manager should follow up with the participant to create an issue resolution or a training plan
- Worksite placements are connected to the participant's employment or education goal
- Worksite placements are connected to employment or education goals and build the skills of the participant throughout the duration of the program
- No placements with employers that have a record of anti-union activities
- Contractors must provide training and support material to the worksite employer
- Contractors must ensure worksite supervisors have a full understanding of all Worksite Agreement elements (see below)

Documentation Requirements:

- Worksite placement information is recorded in the worksite placement section of the Commerce Program Plan/IDP and, for CJ and Career Jump, in the Employment Information section in eJAS
 - For Career Jump Only: in the IDP, indicate that it is a Career Jump placement by including the phrase "Career Jump" in the job title
 - Example: Admin Assistant – Career Jump
- The worksite supervisor and participant must sign the Worksite Agreement and job description prior to the participant starting on the worksite
 - Hard copies must be kept in the file
 - Job Duties information must be entered in the worksite placement section of the Commerce Program Plan/IDP in eJAS
- Monthly evaluations, worksite supervisor contacts, and skills progression must be recorded in the "Worksite Evaluations" section of the Commerce Program Plan/IDP
- Attendance records must be kept in the hard file
- Monthly evaluations must be kept in the hard file

FY20 and FY21 Commerce WorkFirst Programs Guidelines (Sample)

Required Worksite Documents:

To meet documentation, reporting, and service provision for state WorkFirst and federal TANF requirements, the following documents and content must be in place prior to worksite placement. Contractors should add any agency-specific documents or content as needed.

Job Description (specific to the individual participant):

1. Develop a job description with worksite staff that details duties, tools, and equipment to be used by that participant
2. Clearly detail the work schedule, including lunch breaks (if applicable), and maximum hours per week (20 hours per week for CJ and for WC do not exceed FLSA)
3. If the work schedule will vary due to business needs, then document the possible reasons and how/where the participant will obtain their weekly schedule
4. List skills and time frames for which the participant will learn them.
5. The job description must be signed by the worksite supervisor and participant
6. Copies should be given to the participant, the supervisor, and maintained in the participant's file

Worksite Agreement (see below for additional items for Career Jump):

Worksite agreements will incorporate any Contractor or worksite elements necessary for a safe and supportive learning environment. Worksite agreements must include the following elements that the worksite will agree to:

1. Displacement Conditions as per the Scope of Work
2. Employment Conditions criteria as described in WAC 388-310-1500 as per the Scope of Work
3. Will follow all other employment laws (e.g., breaks, safety) and safety rules and requirements
4. Provide materials and tools required to perform the job
5. Provide daily supervision and ensure the participant is learning new skills throughout their work experience
6. Give regular feedback to the participant on work quality and quantity, areas for improvement, and progress over time
7. Provide participant performance feedback to Contractor staff and notify the Contractor of any concerns
8. Make disciplinary or corrective actions as constructive as possible and collaborate with Contractor staff and participant to resolve issues and skill gaps
9. Maintain, sign off on, and submit work attendance records at least once per month (twice a month is recommended)
10. Ensure participants work no more than the number of hours per week listed on the job description
11. If a shift is scheduled for more than five (5) hours, the participant must receive a 30-minute lunch break unless there is an approved meal break waiver on file
12. Ensure participant does not work on state holidays
13. Report all participant absences to the Contractor immediately
14. Complete a monthly evaluation and engage in monthly worksite supervisor contacts

FY20 and FY21 Commerce WorkFirst Programs Guidelines (Sample)

Additional Content for Career Jump:

1. Date of transition to employer payroll with the work schedule, hours, wages and benefits
2. Written approval from any unions present at the worksite
3. Written agreement from the worksite documenting that paid employees have not been laid off to make space for Career Jump participants
4. Positions shall provide benefits within 12 months or within a comparable time to other employees doing the same job (e.g., health care, paid leave, etc.). The 12-month period includes the first three (3) months of subsidized employment
5. Participant shall be covered by the employer's personnel policies
6. An employer may not have planned layoffs or closures of the business to include being due to seasonal work. This position may not be known to be prescheduled for lay off status.
7. Career Jump participants cannot represent more than 10 percent of the total labor force for employers with 10 or more employees***
8. One (1) Career Jump participant may be placed with an employer with fewer than 10 employees***
9. No more than one Career Jump participant per worksite supervisor***

*****Exceptions require Commerce documented approval**

Career Jump Worksite Agreements Not Fulfilled:

Worksites can request a 30-day trial evaluation of the program with no penalties, to ensure the best fit for both the worksite and participant.

If the worksite supervisor terminates the Career Jump agreement for any reason at any time, written documentation must be sent to Commerce. Commerce then determines if the Career Jump program may be used for that employer in the future.

Important Considerations:

- If the worksite terminates the agreement for inappropriate reasons or violates the worksite requirements, the worksite will be ineligible for future placements
- If the participant terminates their Career Jump worksite prior to transitioning to the employers' payroll, complete a CAP meeting with DSHS to review appropriate next steps for participant
- WorkFirst requirements state that participants can only refuse work for specific reasons, and quitting a Career Jump may start the sanction process
- If the participant is terminated from a Career Jump site and then placed into a CJ worksite, the days spent in Career Jump will count against the CJ time limit
- If the participant is terminated from a Career Jump site and then placed at a new Career Jump site, the hours spent in the initial Career Jump will be subtracted from the 433-hour limit

FY20 and FY21 Commerce WorkFirst Programs Guidelines (Sample)

Stacked Activities and Participation

Stacked Activities provide participants with a variety of opportunities that increase skills, education, training, and employability. Commerce Contractors should offer or arrange for meaningful activities that are selected for the participant's needs.

Additionally, to receive benefits, the federal government requires most individuals receiving TANF to participate in work or work-related activities. Washington State requires recipients to engage in activities as close to 40 hours per week.

Commerce Contractors are NOT responsible for Community Works stacked activities. DSHS determines stacked activities. This program does not allow stacked activities coded to the Commerce Contractor Code.

Expectations:

- For full-time CJ and Career Jump, the Contractor must ensure that participants meet participation requirements through subsidized employment, un-coded barrier/issue resolution time, and stacked activities
- For all – stacked activities and worksite start dates should be planned to ensure that there are not any gaps in service
 - Example: if a client ends their Life Skills class on Tuesday, their next stacked activity should begin on Wednesday
- For part-time CJ, the first stacked activity **must** be a structured Life Skills (LS) course unless there is case note documentation by the Contractor that the participant would not benefit from this activity
 - Exception → if the participant has a coded barrier with DSHS (X components) that meets the minimum 3 hours per week, the client will not have to participate in another stacked activity
- For part-time CJ, for the first **3 months**, stacked activities must be structured and supervised
- For part-time CJ, for the first **3 months**, the stacked activity cannot be Job Search
- Provide or connect participant with meaningful stacked activities that increase employability and/or issue resolution
 - If the stacked activity is provided by a community partner that does not have a Contractor Code with DSHS:
 - The activity should be coded to the Commerce WorkFirst Contractor
 - The Contractor will be responsible for reporting actual hours
 - Support services may be used to pay tuition and related expenses
 - The stacked activity pay point may not be claimed since it is not directly provided by the Contractor
 - The monthly attendance pay point can be claimed by the Contractor
- Monitor, track, and record attendance
- Ensure proper eJAS coding for all components and stacked activities
- Update the IDP for stacked activities that are coded to the Contractor's eJAS code
- Enter monthly updates in the Commerce Program Plan/IDP for all activities coded to the Contractor's eJAS code
- Enter monthly attendance for all activities coded to the Contractor's eJAS code (see actual hours section)

FY20 and FY21 Commerce WorkFirst Programs Guidelines (Sample)

- For Job Search Participants: conduct monthly random reviews of activities recorded on the Activity/Job Search log for one or one percent (1%), whichever is higher and retain documentation of completed reviews on file

Please see the following for information about participation and stacked activity requirements:

- Program Descriptions, Program Guidelines
- Commerce WorkFirst Participation Overview Chart
- Federal Participation Chart
- WorkFirst Handbook, Section 1.2, Required Participation
- Stacked Activities Chart (includes definitions)

1% Job Search Verification Reviews:

Washington State's Work Verification Plan for WorkFirst requires that 1% of job search activities must be verified by the service provider. Commerce WorkFirst requires that Contractors have written policies and procedures to verify client's participation and conduct monthly random reviews. Documentation of completed reviews must be maintained on file.

Example:

A Contractor has 20 clients that participate in Job Search. Since one percent of 20 is 0.2, the Contractor will verify one (1) Job Search participant's activities, on a monthly basis. The Contractor completes this verification by checking five (5) entries from the Job Search logs. Methods used, include but are limited to reviewing copies of completed applications, verifying an interview with an employer partner, reviewing a resume, etc. The Contractor did not find any issues and the verification was completed. If the Contractor found issues, they would verify an additional five (5) entries and address the issues with the participant. The Contractor would not report participation hours for any activities could not be verified.

Core vs. Non-core:

A core activity counts towards participation and is the foundation for participant's programming. Work (subsidized, unsubsidized) is the only activity that is fully countable, with no restrictions. For that reason, Commerce WorkFirst programs help Washington State meet federal participation requirements.

Non-core activities only count once core participation is met.

Documentation Requirements:

1. Applicable sections of the IDP must be completed for all coded stacked activities
2. All sections should include:
 - Provider name, address, and contact information
 - Schedule*

**if the participant is not scheduled to complete activities on a state holiday, they will not receive any holiday hours*
 - For Job Search: please detail participation expectations
 - For Life Skills (LS)/Education (JT): includes activity title

FY20 and FY21 Commerce WorkFirst Programs Guidelines (Sample)

3. Monthly updates must be completed in the Commerce IDP (monthly or milestone achievements)
 - For Job Search: monthly updates must demonstrate what the client has completed and how the case manager provided assistance
 - For Life Skills (LS)/Education (JT): monthly updates must describe activities completed and/or topics learned
4. Completed attendance and activity logs must be signed by the Contractor and kept in the hard file (recommended that logs are also signed by the participant)
5. All activity hours must be entered into the Actual Hours screen (see Actual Hours section)

Community Works – Component Hours and FLSA

For Community Works participants, the component hours are dictated by the Fair Labor and Standards Act (FLSA). Due to their unpaid status, Community Works participants cannot work more hours than what their cash and food benefits are equivalent to at the state or local minimum wage rate (whichever is highest).

FLSA hours are subject to change on a month to month basis and component hours must reflect FLSA changes.

Expectations:

- Support DSHS in ensuring that the participant has the correct component hours by communicating information such as, but not limited to:
 - If the worksite is located where there is a local minimum wage that is higher than the state minimum wage
 - If there have been any changes to the state or local minimum wage
 - If there has been a change in the FLSA hours
- Review FLSA hours on a monthly basis to determine if the component hours need to change
 - Contact the DSHS case manager if the FLSA hours have changed and the component needs to be adjusted
 - The DSHS case manager is responsible for determining the exact component hours and updating the component
- Case note in the client notes section if a request to review or adjust FLSA hours has been sent to the DSHS case manager

Accessing FLSA Hours:

In the participant's main screen:

1. Select the "Component/IRP Information" link
2. Select the "History" link located in the second tan box under "FLSA Hours"
 - a. This will open a screen that will display the FLSA hours for the last 30 months

Please see the following for more information about FLSA:

- WorkFirst Handbook, section 3.3.2 Stacking Activities, subsection 3.3.2.5-6

FY20 and FY21 Commerce WorkFirst Programs Guidelines (Sample)

Holds

The Contractor may place a participant on hold if a situation arises that requires them to be temporarily removed from the program after they started at their worksite. See the WorkFirst Handbook, section 8.3.13, for example, reasons for a temporary hold.

Expectations:

- Contractor case managers use the hold as an alternative to exiting participants from the program in order to increase program engagement and long-term success for participants.
- The hold section details the reason and dates for the hold. If the hold is extended, the hold section must be updated to reflect the extension.
- Ensure that the hold section and the client note regarding the hold indicate that the participant will be returning to the program.

Initiating a Hold:

1. Schedule a Continuous Action Planning (CAP) meeting with the DSHS case manager to discuss the reason and projected length of the hold. If appropriate, the participant should join this meeting.
2. If the DSHS case manager agrees with the hold:
 - a. **If less than one (1) week**, DSHS will decide if the components will be referred back and the participant officially removed from the program
 - b. **If more than one (1) week**, refer the components* back to DSHS and complete the hold section in the Commerce program plan

***Note:** This ends your responsibility to work with the participant. Be sure both the participant and the worksite are aware of the hold. Support services may not be issued as the participant is no longer a Commerce WorkFirst Programs participant (i.e. components have been referred back).
3. Case note the CAP meeting and projected length of the hold in the client notes section of eJAS. Use the “Continuous Activity Planning” client note type.
4. If applicable (e.g., longer-term holds):
 - a. Notify the worksite and collect all timecards, worksite evaluations, supervisor contacts, and skills progression
 - b. Collect all job search logs, attendance records, and barrier updates from the participant
 - c. Complete all monthly updates and actual hours reporting
 - d. Close the worksite placement screen in the IDP
 - e. Close the Employment Screen (CJ and Career Jump only)
5. Complete the hold section of the IDP

Extending a Hold:

If a participant is unable to return and the hold projected end date must be extended:

1. In the IDP hold section, update the Hold Projected End Date to reflect when the hold will end

FY20 and FY21 Commerce WorkFirst Programs Guidelines (Sample)

Returning from a Hold:

1. Request the appropriate components from the DSHS case manager
2. Update the hold section by entering the Hold Actual End date*
 *Note: Contractors must not enter the Actual End Date until the participant has started on the worksite, even if they have begun stacked activities. This is due to the fact that once the Hold Actual End Date is entered, monthly reporting and the I-statement is required in eJAS even though the participant may not be on a worksite.
3. Reopen the Worksite Placement Screen
4. Reopen the Employment Screen (CJ and Career Jump only)
5. Resume program services

Temporary Unsubsidized Employment:

If the participant gains temporary unsubsidized employment, they should go on hold to ensure that they can resume their program once their temporary employment has ended. Contractors will not be able to claim any temporary employment (e.g., seasonal or temp agency) unless the following conditions are met:

1. The position has converted to a permanent placement
2. The participant has retained the placement for a minimum of 90 days

Program Exit

A participant exits the program once they are no longer attending stacked activities or their worksite and all components have been referred back to DSHS. This does not apply to those who are on hold.

Expectations:

- Components must be referred back as soon as possible
- The program exit section of the IDP in eJAS must be completed within 10 business days of the actual end date at the worksite
- All documentation requirements in the exit process (see below) must be followed

Exit Process:

1. Refer back the components – enter the exit reason and case note (prompted by eJAS)
2. Notify the worksite and collect all timecards, worksite evaluations, supervisor contacts, and skills progression
3. Collect all job search logs, attendance records, and barrier updates from the participant
4. Complete all monthly updates and actual hours reporting
5. Close the worksite placement screen in the IDP
6. Close the Employment Screen (CJ and Career Jump only)
7. Complete the Exit Section in the IDP, the exit section should include the following information:
 - a. Exit Date (last day at the worksite)
 - b. Exit Reason
 - c. Program overview (worksite, dates, final pay, etc.)
 - d. Skills gained at the worksite

FY20 and FY21 Commerce WorkFirst Programs Guidelines (Sample)

- e. Evaluations
- f. Certificates obtained
- g. Barriers resolved or now self-managed (do not detail special records – the exit summary auto-populates into the comprehensive evaluation)
- h. Stacked activities completed
- i. Participant's future goals
- j. Any recommended transition services and/or referrals

Resume and Complete

If it has been six (6) months or less since the participant left the program and they have at least three (3) months remaining in the program, the participant would resume and complete their previous program.

Contractors will need to contact Commerce to have the IDP reopened so that services can resume.

If the participant previously exited the program with unsubsidized employment and the pay point was claimed, Commerce reserves the right to require repayment of the previous pay point or denial of a subsequent unsubsidized employment pay point.

Absences

An absence is defined as any scheduled hours or partial hours that are not completed at the worksite or in the stacked activity.

Expectations:

- Contractors should ensure that worksites and participants are reporting absences immediately
- Contractors must enter all reported and unreported absences into actual hours in the monthly participation screen in eJAS
- Contractors will document and report any unexcused absences within one (1) business day to DSHS staff via eJAS
- Upon two (2) absences in one month, Contractors must send an Immediate Notify to the DSHS case manager through eJAS
 - The two absences can be excused, unexcused, or a combination of both
- Contractors must case note all excused absences in the client notes section and include the reason, date, and hours absent (WorkFirst Handbook, section 3.7.2.4)
- Timesheets must indicate all absences and indicate if the absence is excused or unexcused
- Participants may make-up hours that they have missed

FY20 and FY21 Commerce WorkFirst Programs Guidelines (Sample)

- Ensure that stacked activity schedules are documented in the IDP so that holiday hours can be assigned where appropriate. If a participant is not scheduled to complete stacked activity hours on a holiday, they will not be credited holiday hours

Worksite Closures and Hours:

The following conditions apply to when the worksite is officially closed. Other situations that may cause a participant to be absent (e.g., public school or daycare closures) do not apply to the following.

1. Unscheduled Closures (e.g., inclement weather, power failure, volcanos)
 - a. Part-time CJ, full-time CJ, and Career Jump participants must be paid for that day's scheduled hours
 - b. WC participants must be credited with an "excused absence" in actual hours
 - c. Timesheets must indicate the number of hours and the reason why the site was closed
2. Scheduled Closures (e.g., construction, non-state holidays)
 - a. All program participants should arrange to make up the hours
 - b. For paid participants: makeup hours must be within the same pay period
 - c. For unpaid participants: makeup hours must be within the same reporting month

Make-up Hours:

Participants may make-up hours that they have missed. For stacked activities, they must make up the hours within that reporting month. For worksite hours, they must make up the hours within that pay period. Contractors are responsible for ensuring that makeup hours do not impact the participant's part-time status.

Actual Hours

Actual hours refer to the number of hours a participant completes at their worksite and/or in their stacked activities.

- For part-time CJ, full-time CJ, and Career Jump participants, actual hours refer only to hours completed in stacked activities.
- For WC participants, actual hours refer only to hours completed at the worksite.

Expectations:

- Actual hours must be reported by the 10th of the following month
- If the Contractor receives hours after the 10th of the following month, hours are required to be entered immediately.
 - Note: actual hours can be entered for the current month and for the two (2) preceding months
- Actual hours reported in eJAS must be supported by timesheets and job logs/attendance logs that match reported actual hours
- Actual hours must be entered in one-week time frames
 - The week begins on Sunday and ends on Saturday
- All participation hours must be accounted for, to include excused, unexcused, and holiday hours

FY20 and FY21 Commerce WorkFirst Programs Guidelines (Sample)

- Note: Enter “0” for any date after the participant stopped engaging, but the component had not yet been referred back
- Note: excused/unexcused and holiday hours need to be noted on timecards
- Note: excused/unexcused hours do not need to be noted on stacked activity attendance logs
- All stacked activity records/logs must be reviewed and signed by the Contractor case manager. Copies of the logs must be maintained in the participant’s file. The Contractor case manager’s signature will indicate that they have reviewed and approved the hours.

Calculating Homework Hours:

Please see the WorkFirst Handbook, section 8.3.7, “How do Commerce Contractors calculate homework hours when they are the Contractor of record for education-stacked activities (JT, GED, HS, ES)?”

Support Services

Support services help participants engage fully in coded activities. When possible, integrate support service into programming to help participants become prepared for this expense likely to be on-going once they are off of TANF. For example: providing a monthly bus pass for the first three months of CJ with the participant budgeting and paying for it the remaining months

Expectations:

- Support services can only be provided to participants that have components coded to Commerce provided activities
 - For part-time CJ, full-time CJ, and Career Jump participants, support services may support work and stacked activities
 - For Community Works participants, support services may only support work activities
- Contractors use the Commerce Support Service Directory and follow all instructions (e.g., categories, limits)
- Contractors must view eJAS support services for WorkFirst partner entries to ensure services provided do not exceed the hard limit for the program year. If it exceeds the hard limit, Commerce must approve and ETR prior to service provision
- Support services may be provided up to 14 days after the last day on the worksite for participants who leave the program with unsubsidized employment (UE) if their TANF grant is still open

Documentation:

- Any expenses that are \$50.00 or more require a receipt to be kept in the hard file
- All support services must have a corresponding support services form that is kept in the hard file
- Support services must be entered into the payments section of the participant’s profile in eJAS
 - The Specific Information section should include a case note detailing the support service (e.g., type, vendor, reason, date dispensed)

FY20 and FY21 Commerce WorkFirst Programs Guidelines (Sample)

Exception to the Rule (ETR):

If necessary, Contractors may request an ETR to exceed the suggested support service limit or if the needed support service is outside of the support service directory.

ETR Process:

1. Complete the ETR form
2. Submit the ETR form and supporting back up documentation to comworkfirst@commerce.wa.gov
 - a. All confidential information (ex. participant names) must be redacted
3. A response will be sent that approves or denies the ETR

Program Billing

The information below is a quick reference for all pay point and reimbursement criteria. Please review individual sections of the Commerce WorkFirst Programs Guidelines for more comprehensive expectations and documentation requirements.

Pay Point Criteria:

1. **Plan Create**
 - a. The Individual Development Plan must be completed and meet all expectations.
 - b. For all programs, sections include: Work Skills & Education, Career Planning, Transportation, and Childcare
 - c. For CJ programs, sections include: Barriers (minimum of one (1) case managed barrier) and all applicable stacked activities sections
 - d. For the WC program, sections include: Employment Barriers (if applicable)
2. **Worksite Placement/Program Start Date**
 - a. The worksite placement screen in the IDP must be completed in eJAS.
 - b. All worksite documentation requirements must be met
 - c. For CJ programs: the Employment Screen in the participant's main screen must be updated
 - d. For participant changing programs (ex. CJ to WC): to receive the pay point, either the worksite and/or the position must change
 - i. If the participant remains at the same worksite in the same position, contact your Commerce Contract Manager for email approval to remove the pay point from the billing and retain the email approval on record. Commerce staff will document this in the admin documentation section of the new plan.
3. **Monthly Updates**
 - a. The following sections must be updated in the IDP in eJAS:
 - i. For all programs, sections include: Worksite Evaluation, Worksite Supervisor Contact, and Skills Progression (even months only).
 - ii. For CJ programs, sections include: Barrier(s) update that shows progress. Must have at least one (1) case managed barrier.

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- iii. For the WC program, sections include: Employment barrier(s) update that shows progress (if applicable).
- 4. **1st Stacked Activity (part-time CJ, full-time CJ, and Career Jump)**
 - a. The Contractor must be the provider of the activity
 - b. The corresponding section of the IDP must be completed (e.g., job hunting, education, life skills)
 - c. Monthly Achievements or Milestones must be completed in the corresponding section of the IDP
 - d. Can be any stacked activity coded to the Contractor (JS, LS, JT, BE, etc.)
 - e. Must be coded a minimum of 3 hours to the Contractor during the month of service*
**part-time CJ may be less than 3 hours due to X components*
 - f. Participant must have completed hours in their activity. Absences and holidays do not count.
 - g. For Job Search only: case notes or IDP must document that the Contractor met with the participant in-person at least once during the service month
- 5. **2nd Stacked Activity (full-time CJ and Career Jump)**
 - a. Same as 1st Stacked Activity, with the exceptions of:
 - i. The second claimable stacked activity must be a JT, GE, BE, or HS activities
 - ii. Must be coded a minimum of 5 hours coded to your eJAS Contractor Code for the month of service
- 6. **Attendance Reporting**
 - a. Only one stacked activity attendance reporting pay point may be claimed per month, even if there are multiple stacked activities
 - b. If the Contractor is not the provider of the stacked activity, but the activity is coded to the Contractor and they are entering actual hours, the monthly attendance reporting may be claimed
 - c. If a participant changes from a paid to an unpaid program, or vice versa, both the stacked activity monthly attendance pay point for the paid program and the monthly attendance pay point for the unpaid program may be claimed
 - d. All documentation and actual hours requirements must be met
 - e. For part-time CJ, full-time CJ, and Career Jump: refers to hours completed in stacked activity
 - f. For Community Works: refers to hours completed at the worksite
- 7. **Unsubsidized Employment (UE) (part-time CJ, full-time CJ, and Career Jump)**
 - a. UE employment must be retained for a minimum of fourteen (14) calendar days
 - b. UE must be verified using the Commerce Employment Income Verification form
 - c. UE must be obtained either during the participant's program or within forty-five (45) calendar days from exiting the program
 - d. Part-time UE – minimum requirements:
 - i. Must equal 20 – 31 hours per week or the income equivalent (monthly wages equivalent to 20 hours per week, times current state or local minimum wage (whichever is higher), times 4.3 weeks).

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- e. Full-time UE – minimum requirements:
 - i. Must equal 32 – 40 hours per week or the income equivalent (monthly wages equivalent to 32 hours per week, times current state or local minimum wage (whichever is higher), times 4.3 weeks).
- f. Requirements for claiming UE **prior** to the worksite placement:
 - i. Must have completed a minimum of 5 hours in a stacked activity (absences and holidays do not count)
 - ii. Achievements or Milestones documented in the IDP must detail Contractor services that assisted with obtaining the UE (e.g., resume, mock interview, communication, assisted with food handler's card)
- g. Requirements for claiming seasonal/temporary UE:
 - i. The participant must retain the UE for 90 days
- h. If a participant obtains a UE and returns to Commerce paid programs within 6 months of the last paid program exit date, the UE pay point may be required to be repaid
 - i. If the participant obtains a second UE after the return to this program, payment for the UE requires Commerce approval
- i. Subsidized training/volunteer programs with no intent to hire at the end of service may not be claimed (e.g., AmeriCorps, work-study)

Required Billing Documentation:

The Contractor must retain the following billing documentation. Documentation must be available upon request.

Community Jobs and Career Jump:

1. A-19 invoice
2. eJAS pay point report
 - a. Documentation of Commerce approval to remove any pay points (if applicable)
3. Pay point tracker (if applicable)
4. Stacked activity logs and attendance records
5. Support services Report
 - a. The report must be separated by transportation and other expenses
6. Support services forms
7. Support services ETRs (if applicable)
8. Support services receipts for any expense that is \$50 or more
9. Payroll documentation:
 - a. Timecards
 - b. Wage stubs
 - c. Ledgers showing paid wages, taxes, and benefits
 - d. Ledgers showing paid Labor and Industries Workers Compensation insurance
 - e. Ledgers must be extracted from the Contractor's fiscal accounting system

FY20 and FY21 Commerce WorkFirst Programs Guidelines (Sample)

Community Works:

1. A-19 invoice
2. Pay point tracker
3. Timecards
4. Support services report
 - a. The report must be separated by transportation and other expenses
5. Support services forms
6. Support services ETRs (if applicable)
7. Support services receipts for any expense that is \$50 or more
8. Payroll documentation:
 - a. Ledgers showing paid Labor and Industries Workers Compensation insurance
 - b. Ledgers must be extracted from the Contractor's fiscal accounting system

Under or Over Billed Pay Points, Support Services, or Wages:

In the event that a Contractor under or over bills, they should include that information on the current month's invoice.

Pay Points:

1. Contact Commerce by email to request permission to add the missed pay points on the current months billing, or notify Commerce that a pay point was overbilled.
 - a. Contractor must provide the following information: JASID, pay point missed or overbilled, and why the pay point was missed or overbilled
 - b. Email documentation must be retained on file
2. On the A-19:
 - a. In the quantity column, add the missed or overbilled pay point in a + or - format:
 - i. Example: 4 + 2
 1. 4 is the quantity for the current month
 2. 2 is the quantity of the missed pay points
 - ii. Example: 4 – 2
 1. 4 is the quantity for the current month
 2. 2 is the quantity of overbilled pay points
 - b. Ensure that the amount is updated correctly as the excel A-19's formula will not work correctly
3. Add any missed or overbilled pay points to the pay point tracker

Wages/Benefits or Support Services:

1. Contact Commerce by email to request permission to add the missed wages/benefits or support services on the current months billing, or notify Commerce that wages/benefits or support services were overbilled.
 - a. Contractor must provide the following information: JAS ID, wages/benefits or support services missed or overbilled, and why the wages/benefits or support services were missed or overbilled
 - b. Email documentation must be retained on file

FY20 and FY21 Commerce WorkFirst Programs Guidelines (Sample)

2. On the A-19:
 - a. In the quantity column, add the missed or overbilled dollar amount in a + or - format:
 - i. Example: \$300 + \$200
 1. \$300 is the dollar amount for the current month
 2. \$200 is the dollar amount of the missed wages/support services
 - ii. Example: \$300 - \$200
 1. \$300 is the dollar amount for the current month
 2. \$200 is the dollar amount of the overbilled wages/support services
 - iii. Ensure that the amount is updated correctly as the excel A-19's formula will not work correctly
 3. Add any missed or overbilled support services to the support services report

eJAS Reports

There are several eJAS reports that are intended to assist in program management and invoicing. Additional WorkFirst reports may become available throughout the year.

Pay Point Report:

This report shows all part-time CJ, full-time CJ, and Career Jump pay points earned during the selected service month.

Access Instructions:

1. In the eJAS "Home" screen, select on "Commerce Reports/Payments Reports"
2. Under "Pay Point Reports effective 7/1/2011," select "CJ Pay Point Report"
3. Enter your Contractor Code and the report month

Support Services Report:

This report shows all support services dispensed during the selected service month.

Access Instructions:

1. In the eJAS "Home" screen, select on "Commerce Reports/Payments Reports"
2. Under "Other Commerce Reports," select "Support Services Report"
3. Select the correct Contractor ID and enter the month (MMYYYY format)

Caseload Management Report (CLMR):

The CLMR should be used to monitor and manage the overall caseload. It is intended for regular use by program managers and case management staff to ensure program and participation requirements are met. Commerce will also use this report to regularly monitor Contractor caseloads to ensure contract requirements are met.

Access Instructions:

1. In the eJAS "Home" screen, select on "WorkFirst Reports"
2. Select "2. WorkFirst Reports Menu"
3. Select "3. Commerce Caseload Management Report (Daily)"

FY20 and FY21 Commerce WorkFirst Programs Guidelines (Sample)

Customer Accountability Report (CAR):

The CAR is a tool that provides users a summary of WorkFirst participation information for their caseloads.

- The Monthly CAR (MCAR) report is a summary of the previous month's WorkFirst participation based on each parent's actual hours of participation that have been verified and entered.
- The Daily CAR (DCAR) report is based on scheduled component hours, not actual hours of participation, and is pulled from client data collected through the end of the previous business day.

Access Instructions:

1. In the eJAS "Home" screen, select on "WorkFirst Reports"
2. Select "2. WorkFirst Reports Menu"
3. Select "2. Monthly CAR" or "4. Daily CAR"

Commerce WorkFirst Timelines and Program Flow

What	When	
First Contact	5 business days from referral date	<ul style="list-style-type: none"> • Accept or reject the referral • Case note all attempts to make contact • Case note all contact
Individual Development Plan	<i>May be at First Contact; must be completed in the service month it is being billed</i>	<ul style="list-style-type: none"> • Complete all applicable sections of the IDP
Worksite Placement	10 business days from the first contact date	<ul style="list-style-type: none"> • Enter the program actual start date for the CJ or WC component • Enter the worksite placement in the IDP • Enter the Employment Information for CJ or Career Jump
Stacked Activity Placement	10 business days from the first contact date	<ul style="list-style-type: none"> • Enter the program actual start date for the stacked activity • Enter the stacked activity section in the IDP
Monthly Updates and I-Statement	I-Statement opens on the 25 th of the current service month and must be completed by the 10 th of the month following the service month	<ul style="list-style-type: none"> • Contractor staff must complete all monthly updates in the appropriate section of the IDP <ul style="list-style-type: none"> ○ Barriers, Worksite Evaluation, Supervisor Contact, Skills Progression, and Stacked Activity Achievements/Milestones • Contractor program manager must verify and complete the I-statement once all updates are completed
Actual Hours	10 th of the month following the service month	<ul style="list-style-type: none"> • Must be updated in the Client Monthly Participation screen in eJAS
Holds (if applicable)	<i>At time of hold</i>	<ul style="list-style-type: none"> • See Hold section of program guidelines • Conduct CAP with DSHS and enter into case notes • Complete Hold section of IDP
Refer Back Components	<i>At program exit or hold – whichever is applicable</i>	<ul style="list-style-type: none"> • Refer back components in eJAS and enter case note • Enter Program Actual End Dates
Exit Plan	Within 30 business days from the program actual end date	<ul style="list-style-type: none"> • Exit section in the IDP • Complete within 10 business days from the program actual end date
Monthly Billing Due	20 th of the month following the service month	<ul style="list-style-type: none"> • Email A-19s to comworkfirst@commerce.wa.gov • If submitting back up documentation, submit via Secure File Transfer

Federal Participation Requirements

Who	Core Activity Requirements	Core or Non-Core Requirements	Total
Each parent or needy caretaker relative	20 hrs/week	12-20 hrs/week	32-40 hrs/week
Qualifying parents in a two-parent household	30 hrs/week	5 hrs/week	35 hrs/week
Single parent w/ child under 6 yrs. old	20 hrs/week	None (additional hours are voluntary)	20 hrs/week

Commerce WorkFirst • Participation Overview

Program	eJAS Code	Worksite Hours per Week	eJAS Form	Length	Hours of Stacked Activities
Full-time Community Jobs	CJ	20 hours	IDP	Up to 6 months	2-10 hrs/week of issue resolution AND 10-18 hrs/week of coded stacked activities *The combination of barrier removal and stacked activities cannot exceed 20 hours per week.
Part-time Community Jobs	CJ	20 hours	IDP	Same as FT CJ	3 hrs/week
Career Jump	CJ	up to 40 hours	IDP	Up to 433 hours	Up to 18 hrs/week if work hours are less than full time
Community Works	WC	Monthly hours cannot exceed FLSA maximum. *Requires at least 5 hours per week.	WC Plan	Up to 12 months	N/A Stacked activities are determined DSHS

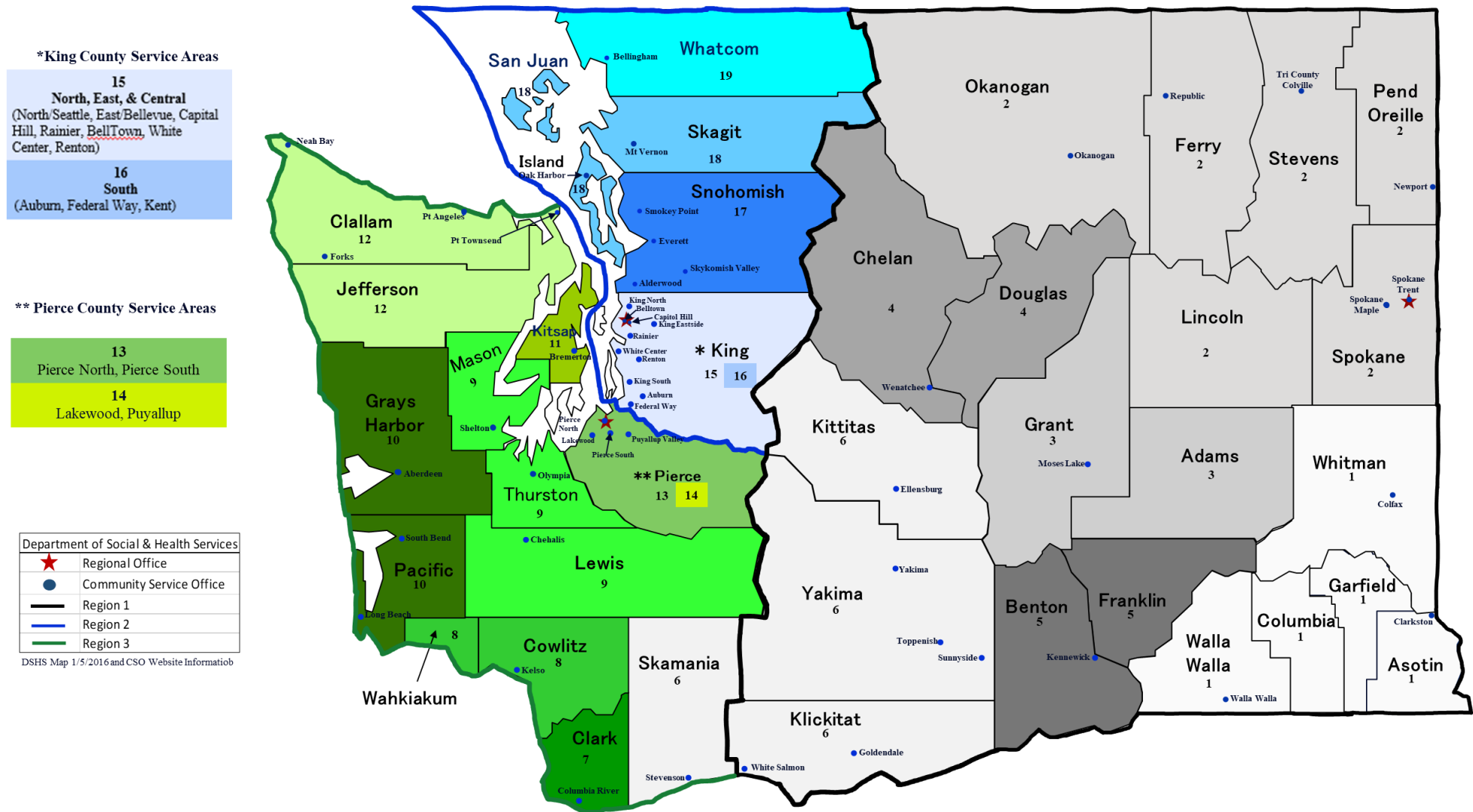
Commerce WorkFirst • Stacked Activities Overview

Stacked Activity	Core?	eJAS Code	Min. hours/week	CJ	PT CJ	Career Jump	Description
Life/Soft Skills	Yes	LS	3	X	X	X	<ul style="list-style-type: none"> Prepares participants to meet the demands of everyday life and employment. Example topics include: communication skills, money management, parenting, workplace conflict resolution, etc.
Job Readiness Job Hunting (a.k.a. Job Search)	Yes	JS	3	X	X	X	<ul style="list-style-type: none"> Assists participants to complete job search activities. Should be offered as a combination of independent job search, employment coaching, and workshops.
Job Skills Training Skills Enhancement	No	JT	5	X	X	X	<ul style="list-style-type: none"> Teaches participants job skills in selected occupations May include specific job skills training (e.g. CNA, Excel) or basic education (e.g. ESL, writing, math).
Education	No	GE	5	X	X	X	<ul style="list-style-type: none"> Provides high school equivalency activities Participants should be 20 years or older (unless HS component is unavailable)
Education	Yes	HS	5	X	X	X	<ul style="list-style-type: none"> Provides high school completion or high school equivalency activities Participants should be 19 years of age or younger
Education	No	BE	5	X	X	X	<ul style="list-style-type: none"> Provides high school completion activities, including High School 21+ Participants should be 20 years or older Typically not coded to Commerce Contractors
Community Service – court ordered	Yes	XS	3	X		X	<ul style="list-style-type: none"> Any community service activities that are court mandated
Community Service – Voluntary	Yes	VS	3	X		X	<ul style="list-style-type: none"> Opportunity for participants to volunteer in activities with their child's licensed child care, preschool, elementary school, Head Start, and/or ECEAP

Commerce WorkFirst • Hard File Requirements

Document	CJ, PT CJ	C Jump	WC
Signed Commerce plan	X	X	X
Consent form DSHS 14-012(X) (Confidentiality Agreement)	X	X	X
Contractor generated consent forms	X	X	X
Emergency contact information	X	X	X
Grievance Procedure (must include Commerce CEO Unit Managing Director as a point of contact)	X	X	X
Tax information/documentation per payroll requirements	X	X	
I-9 form	X	X	
Documentation required per I-9 Form listed under the “Lists of Acceptable Documents”	X	X	
Timesheets	X	X	X
Attendance and/or job logs for all stacked activities	X	X	X
Monthly worksite evaluations	X	X	X
Worksite agreement	X	X	X
Job description	X	X	X
Support Service records: to include receipts that are \$50 or more, Exception to the Rule (ETR) documents, and additional supporting documentation	X	X	X
Copies of wage statements must be available for cases that Commerce reviews during monitoring visits	X	X	

FY20 and FY21 Commerce WorkFirst Programs Service Areas and TANF Caseload Data



**FY20 and FY21 Commerce WorkFirst Programs
Service Areas and TANF Caseload Data**

COM Svc Area	TOTAL ADULT CASES (Main)	TOTAL ADULT LEP CASES	Total (All)	% of both Main & LEP of Statewide Total Adults (column G)
1	279	12	291	2.0%
2	1,790	242	2,032	13.7%
3	219	29	248	1.7%
4	121	15	136	0.9%
5	417	79	496	3.3%
6	954	64	1,018	5.5%
7	756	173	929	6.3%
8	592	14	606	4.08%
9	1,053	37	1,090	7.3%
10	296	2	298	2.0%
11	440	14	454	3.1%
12	164	4	168	1.1%
13	958	84	1,210	7.0%
14	1,041	100	1,141	7.7%
15	1,298	543	1,841	12.4%
16	755	445	1,200	8.1%
17	909	224	1,133	7.6%
18	239	28	267	1.8%
19	361	43	404	2.7%

Source: DSHS eMAPS – TANF Adult Clients 10/2018 Caseload