

Attachment C
COMPLIANCE GUIDELINES

COMPLIANCE GUIDELINES OVERVIEW

1. DOL reserves the right, in its sole discretion, to determine corrective actions based on the severity and/or totality of the violations, including but not limited to, the combination, severity, degree, and frequency of violations; and the Contractor's progress towards remedying the issues.
2. If there are violations from the *Safety, Procedural, and Contractual Violations* and *Subsidy Funding Violations* tables, they will be handled in accordance with each respective matrix.
3. Multiple different violations of the same severity level within the same matrix may each be handled individually in accordance with the number of times that specific violation has occurred.
4. DOL will assess any violation related to Subcontractor, Instructor, Examiner, or Employee behavior to determine the level of severity of the violation and appropriate corrective action.
5. In the event that a Contractor violates any term or condition, DOL may:
 - a) Issue a written corrective action notice. The Contractor may have a period of time in which to take corrective action. If the Contractor is requested to submit a corrective action plan, DOL will review the plan for its feasibility. If the proposed cure is not feasible, DOL will determine the appropriate corrective action.
 - b) Depending on the severity of the violation, DOL may take any of the following actions:
 - i. In whole or in part, suspension of Services and/or Subsidy Funding, and/or termination of this Contract.
 - ii. If corrective action including stoppage of Services is warranted, DOL will define the Services that the Contractor must stop performing. This may include but not limited to:
 - License Permit/Endorsement Training
 - License Permit/Endorsement Exams
 - Usage of specific sites, Instructors, Examiners, and equipment utilized in the performance of Services.
6. If the breach remains after Contractor has been provided the opportunity to take corrective action, DOL may in whole or in part, suspend Services and/or Subsidy Funding, and/or terminate this Contract.
7. If Contractor disagrees with violations and/or corrective action, Contractor may request a review of the findings and corrective action within ten (10) Business Days. The review will be conducted by a non-WMSP DOL representative within ten (10) Business Days. DOL will notify Contractor if additional time is needed. If Contractor still disputes the findings or corrective action after the additional review, if any, either party may invoke Section 19, *Disputes*, of the *Special Terms and Conditions* of this Contract.

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