



BOARD OF SUPERVISORS AGENDA ITEM REPORT
AWARDS / CONTRACTS / GRANTS

☐ Award ☒ Contract ☐ Grant

Requested Board Meeting Date: July 5, 2022

* = Mandatory, information must be provided

or Procurement Director Award: ☐

***Contractor/Vendor Name/Grantor (DBA):**

Child-Parent Centers, Inc

***Project Title/Description:**

Pima Early Education Program Pima Community College Class (PEEP)

***Purpose:**

To operate a high quality preschool class at Pima Community College's Desert Vista Campus for children from income eligible families.

***Procurement Method:**

This Subrecipient Agreement is a non-Procurement contract and not subject to Procurement rules.

***Program Goals/Predicted Outcomes:**

To increase the number of 3-5 year old children from income eligible families attending high quality preschools in Pima County. To increase the number and capacity of preschools recognized by the State as high quality.

***Public Benefit:**

A wealth of data shows that investing in high-quality preschool, especially for economically disadvantaged, minority and dual language children, provides short-term and lasting benefits to children, families, schools, employers, taxpayers and the community.

***Metrics Available to Measure Performance:**

Number of children enrolled, demographics of children, and satisfaction surveys.

***Retroactive:**

Yes, this contract is retroactive to July 1, 2022. Additional funding partners extended the length of contract negotiations.

6 MFL approved
6/20/2022
(RJD)

TO: COB 6-22-22 (1)
VERS: 1
PGS: 25

JUN22 22AM0911 PD

THE APPLICABLE SECTION(S) BELOW MUST BE COMPLETED

Click or tap the boxes to enter text. If not applicable, indicate "N/A". Make sure to complete mandatory (*) fields

Contract / Award Information

Document Type: CT Department Code: CR Contract Number (i.e., 15-123): 22-381
 Commencement Date: 7/01/2022 Termination Date: 6/30/2024 Prior Contract Number (Synergen/CMS): _____
☒ Expense Amount \$ 877,232.00 * ☐ Revenue Amount: \$ _____

***Funding Source(s) required: U.S. Department of Treasury, American Rescue Plan Act Coronavirus State & Local Fiscal Recovery Funds(CSLFRF)**

Funding from General Fund? ☐ Yes ☒ No If Yes \$ _____ % _____

Contract is fully or partially funded with Federal Funds? ☒ Yes ☐ No

If Yes, is the Contract to a vendor or subrecipient? Subrecipient

Were insurance or indemnity clauses modified? ☒ Yes ☐ No
 If Yes, attach Risk's approval.

Vendor is using a Social Security Number? ☐ Yes ☒ No
 If Yes, attach the required form per Administrative Procedure 22-10.

Amendment / Revised Award Information

Document Type: _____ Department Code: _____ Contract Number (i.e., 15-123): _____

Amendment No.: _____ AMS Version No.: _____

Commencement Date: _____ New Termination Date: _____

Prior Contract No. (Synergen/CMS): _____

☐ Expense ☐ Revenue ☐ Increase ☐ Decrease

Amount This Amendment: \$ _____

Is there revenue included? ☐ Yes ☐ No If Yes \$ _____

***Funding Source(s) required:** _____

Funding from General Fund? ☐ Yes ☐ No If Yes \$ _____ % _____

Grant/Amendment Information (for grants acceptance and awards)

☐ Award ☐ Amendment

Document Type: _____ Department Code: _____ Grant Number (i.e., 15-123): _____

Commencement Date: _____ Termination Date: _____ Amendment Number: _____

☐ Match Amount: \$ _____ ☐ Revenue Amount: \$ _____

***All Funding Source(s) required:** _____

***Match funding from General Fund?** ☐ Yes ☐ No If Yes \$ _____ % _____

***Match funding from other sources?** ☐ Yes ☐ No If Yes \$ _____ % _____

***Funding Source:** _____

***If Federal funds are received, is funding coming directly from the Federal government or passed through other organization(s)?**

Contact: Nicole Scott

Department: Community & Workforce Development

Telephone: 520-724-2696

Department Director Signature: [Signature] Date: 6/20/2022

Deputy County Administrator Signature: [Signature] Date: 21 June 2022

County Administrator Signature: [Signature] Date: 6/21/2022

Pima County Department of Community & Workforce Development				
Project: Pima Early Education Program Pima Community College Class				
Subrecipient: Child-Parent Centers, Inc.				
Amount: \$877,232.00				
Contract No.: CT-CR-22-381				
Funding: U.S. Department of Treasury, American Rescue Plan Act- Coronavirus State & Local Fiscal Recovery Funds				
SAM UEI: CKJAU7DXRM77			Registration Date: October 1, 2021	
Research or Development:		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
Federal Contract No.: N/A				
Required Match:		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Match Amount: N/A
Indirect Cost Rate:		<input type="checkbox"/> Federal	<input type="checkbox"/> NICRA	<input checked="" type="checkbox"/> de minimis <input type="checkbox"/> None
Status of Agency:		<input checked="" type="checkbox"/> Subrecipient		<input type="checkbox"/> Contractor
CFDA	Program Description	National Funding	Pima County Award	FAIN
21.027	American Rescue Plan Act- Coronavirus State & Local Fiscal Recovery Funds (CSLFRF)	\$350,000,000,000	FY 21 \$101,710,834.00	SLFRP0180

FEDERAL FINANCIAL ASSISTANCE SUBAWARD

1. Parties, Authority, and Background.

- 1.1. **Parties.** This Federal Financial Assistance Subaward ("Agreement") is between Pima County, a body politic and corporate of the State of Arizona ("County"), and Child-Parent Centers, Inc. ("Subrecipient").
- 1.2. **Authority.** County received the first tranche of Coronavirus State & Local Fiscal Recovery Funds (CSLFRF) in the amount of \$101,710,834.00, from the U.S. Department of the Treasury ("Treasury") as part of the American Rescue Plan Act ("ARPA"), signed by President Biden on March 11, 2021 (American Rescue Plan Act of 2021, sec. 9901, Pub. L. 117-2, codified as 42 U.S.C 802, *et seq.*). Treasury issued the Final Rule for State, Territorial, Local, and Tribal Governments (the "FR") on January 27, 2022, codified at 31 C.F.R. Part 35. Treasury also published CSLFRF Frequently Asked Questions ("FAQs") that were last updated in January 2022, which set forth Treasury's interpretation of the CSLFRF's provisions for the use of funds. County is authorized by 31 C.F.R. §§ 35.6(b)(3)(ii)(A)(3) and 35.6(b)(3)(ii)(C) to use funds to respond to the negative economic impacts of the COVID-19 public health emergency on early learning services and to support nonprofit organizations. County

is also authorized by A.R.S. § 11-254.04 to spend public monies to improve and enhance the economic welfare and health of the inhabitants of the County.

- 1.3. **Background.** County is authorized by A.R.S. §§ 11-254.04 to appropriate and spend public monies for and in connection with activities that the County Board of Supervisors finds and determines will assist in the creation or retention of jobs or will otherwise improve or enhance the economic welfare of County inhabitants. County determined that funding preschool expansion for low-income families that wish to enroll their preschool-age children in high quality preschools will improve the economic health and welfare of those children, their parents, employers, and taxpayers. County subsequently selected Child-Parent Centers, Inc. pursuant to and consistent with the Board of Supervisors Policy D29.6. Previously, under the amended and restated Agreement (CT-CR-21-496), Subrecipient offered extended day Head Start comprehensive early childhood education programming to approximately 205 preschool age children at 11 Head Start locations, without cost to families, to better serve the needs for families whose children would otherwise only receive half-day (4 hours a day) programming. In this new agreement, Subrecipient will operate one PEEP class at Pima Community College's Desert Vista Campus for two years serving approximately 20 children, annually. County may be interested in funding the class beyond this initial two-year term, dependent on the availability of alternative funding and Subrecipient's successful delivery of services.
2. **Term.** The term of this Agreement commences on July 1, 2022 and will terminate on June 30, 2024. If the commencement date of the Term is before the signature date of the last party to execute this Agreement, the parties will, for all purposes, deem the Agreement to have been in effect as of the commencement date. The term of this Agreement will survive and remain in effect during any period that Subrecipient has control over any funds provided under this Agreement, including program income.
3. **Scope of Services.** Subrecipient will provide County with the services described in **Exhibit A** (2 pages). Subrecipient will also undertake the same obligations to County, as County does to Treasury. Subrecipient will hold County harmless against any injury that County may suffer with respect to Treasury because of any failure on the part of Subrecipient to fulfill its obligations to Treasury. Subrecipient will employ suitably trained and skilled personnel to perform all services under this Agreement. Unless otherwise provided for herein, the personnel delivering services pursuant to this Agreement will: (1) be employees or volunteers of Subrecipient; (2) satisfy any qualifications in this Agreement; and (3) be covered by the personnel policies and practices of Subrecipient. Subrecipient will maintain an accounting manual that describes its financial procedures in sufficient detail to ensure that its financial practices are easily understood.
4. **Monitoring and Evaluation.**
 - 4.1. County will monitor Subrecipient's activities and information sources in the management, fiscal, and services systems of Subrecipient and any subcontracted parties relating to performance of duties and obligations under this Agreement to ensure that Subrecipient uses the funding as allowed by the CSLFRF. Monitoring may include making sure Subrecipient is:
 - 4.1.1. Making adequate and acceptable progress in the provision of services;

- 4.1.2. Maintaining adequate and acceptable systems to document services and expenditures; and
 - 4.1.3. Using the funds provided pursuant to this Agreement effectively and efficiently to accomplish the purposes for which funds were made available.
- 4.2. Subrecipient must cooperate in County's monitoring and evaluation process and in any monitoring or oversight by Treasury's Inspector General. To the greatest extent permissible by law, and in addition to the provisions below in Section 6, Audit, and Section 23, Books and Records, County, and any authorized federal, state or local agency, including, but not limited to, Treasury and the Comptroller of the United States, will at all reasonable times have the right of access to Subrecipient's facilities. Subrecipient must assist County in providing reports and documentation related to Subrecipient's performance and, where applicable, the impact of the CSLFRF-funded activities on the community. If County finds that Subrecipient's performance is inconsistent with CSLFRF or with 2 C.F.R. Part 200, Subrecipient will be in default of this Agreement. If Subrecipient fails to take appropriate actions to correct the default within 15 calendar days from date of notice, this Agreement may be suspended or terminated.

5. **Compensation and Payment.**

- 5.1. **Not-to-Exceed Amount.** County may pay Subrecipient up to **\$877,232.00** (the "NTE Amount") which includes up to \$393,616 per year for operations and up to \$90,000 for first-year start-up. Actual expenses are likely to be lower as families eligible for Department of Economic Security (DES) child care subsidies will be required to apply for the subsidies, the revenues of which will reduce the County's costs. In addition, Subrecipient will apply for DES Child Care Stabilization Grant, and any other grants offered by DES for which Subrecipient is eligible for this class, the revenues of which will reduce the County's costs. Subrecipient may not provide any services, payment for which will cause County's total payment under this Agreement to exceed the NTE Amount. If Subrecipient does so, it is at Subrecipient's own risk. County shall pay Subrecipient \$90,000 for first-year start-up and half of annual operational costs on or before July 15, and second half of annual operational costs on or before January 15.
- 5.2. **Additional Contributions.** Pima Community College's annual in-kind contributions are estimated to include \$95,000 per year for facilities and a program manager/student coach, as well as \$100,000 to renovate the space. The United Way of Tucson and Southern Arizona is funding playground renovations and equipment at an estimated cost of \$50,000.
- 5.3. **Allowable Expenses.** The amount paid by County to Subrecipient, in addition to the contributions by Pima Community College and United Way of Tucson and Southern Arizona, are intended to fully cover the cost of providing a new high quality preschool class, as defined in **Exhibit A**. Allowable annual expenses paid by County include direct salaries for classroom staff, direct ERE, indirect at 10% of salaries and ERE, materials and supplies allocation, and facility lease cost. Allowable initial year 1 \$90,000 startup expenses to be paid by County include janitorial supplies, health and dental supplies for children, staff technology and software, office supplies, classroom storage and materials, food service supplies, licensing fee, staff fingerprint fee, classroom furniture, outdoor environmental and playground elements.

- 5.4. **Maximize Non-County Financial Assistance.** Subrecipient shall maximize non-County financial assistance for these services by requiring DES eligible families apply for DES childcare subsidies, as detailed in Exhibit A. In addition, Subrecipient shall apply for DES grants available to Subrecipient for this class, and if awarded, provide grant award and amount information to County and reduce County's payments for these services.
- 5.5. **Sales Taxes.** The payment amounts or rates in **Exhibit B** (1 page) do not include sales taxes. Subrecipient may include sales taxes that Subrecipient is required to pay under this Subaward. Subrecipient will show sales taxes as a separate line item on expenditure report **Exhibit C** (1 page).
- 5.6. **Use of Funds.** Subrecipient understands and agrees that the funds disbursed under this Agreement may only be used in compliance with Section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing the Act, and guidance issued by Treasury regarding the Act. Subrecipient will undertake the same obligations to County, as County does to Treasury. Subrecipient will hold County harmless against any injury that County may suffer with respect to Treasury due to any failure on the part of Subrecipient to fulfill its obligations. Subrecipient is responsible for being informed of all updates to the regulations, the FAQs, and Treasury's Compliance and Reporting Guidance.
- 5.7. **Spending Plan.**
- 5.7.1. County will advance funds to Subrecipient twice a year according to the detailed quarterly spending plan developed by County and Subrecipient and included in **Exhibit B** that outlines Subrecipient's anticipated costs in each quarter. Subrecipient will submit changes to the quarterly spending plan to County no later than 30 calendar days prior to the beginning of the new quarter. County will review quarterly spending plans and approve if acceptable. Upon approval, County will advance funds sufficient to support quarterly spending plans. Advance payments to Subrecipient are contingent upon meeting the terms and conditions as in this Agreement. All costs in Subrecipient's spending plan must in compliance with 2 C.F.R. 200. Subrecipient's disbursement of advance funds on quarterly activities must be as close as is administratively feasible to the actual disbursements by County for direct program or project costs and the proportionate share of any allowable indirect costs.
- 5.7.2. Subrecipient may request changes of no more than 10% to line items in the budget in **Exhibit B** provided that the changes do not increase or decrease the NTE amount. Subrecipient must submit a written request for the line item changes on or before January 1 of the contract year. Subrecipient's written request must explain in detail why the request is necessary and how Subrecipient will continue to meet the specific purpose, program(s), metrics, or outcomes in this Agreement despite the requested changes. The requested changes must be for future expenditures. The changes may not be to cover unbudgeted expenditures incurred by Subrecipient prior to receiving the written approval for a line item change. County's Director of Community & Workforce Development or designee has authority to approve any such changes. If the Director of Community & Workforce Development or designee approves the request for the budget line item change, the change will not be effective, nor

will compensation under the change be provided, until the date set included in the written approval provided to Subrecipient.

- 5.8. **Submission of Expenditure and Performance Report.** Subrecipient will submit an Expenditure and Performance Report to County on a monthly basis as set forth in **Exhibit C**. County must receive Reports no later than 30 days after the end of the close of each month in which Subrecipient provides services under this Agreement. County will deduct from the next advance payment funds Subrecipient has not expended and not accounted for after the 30th day following each quarter's close.
- 5.9. **Content of Expenditure and Performance Report.** Subrecipient will include detailed documentation in support of its Expenditure and Performance Reports and assign each amount billed to the appropriate line item. Each monthly request for expense reconciliation must have a unique Expenditure Report identifier and include this Agreement number. The Performance Report must include (1) the total number of children enrolled in the class for that month as of the last day of the month, (2) number of children receiving other financial assistance that month to attend class (DES), and (3) report race/ethnicity per child quarterly. The person(s) that prepared the Expenditure and Performance Report and an authorized manager, supervisor or executive of Subrecipient must approve and sign each Expenditure and Performance Report to insure proper internal financial controls. In addition, each Expenditure and Performance Report must be for costs identified in **Exhibit B** Spending Report. Subrecipient must provide the following documentation with each monthly Expenditure and Performance Report:
- 5.9.1. General ledger detail report to support monthly expenditures.
 - 5.9.2. Copies of DES Childcare subsidy billing forms if applicable for that month.
 - 5.9.3. Copies of any DES grant payments if applicable for that month.
 - 5.9.4. Any other documentation requested by County.
- 5.10. **Payments to Subrecipient.** County will not make payments to Subrecipient, until: (1) Subrecipient has completed and submitted a W-9 Taxpayer Identification Number form; (2) Subrecipient has registered as a Pima County Vendor through the Pima County Procurement website; (3) Subrecipient is currently registered on SAM.gov; (4) this Agreement is fully executed; and (5) adequate and accurate documentation is provided with each request for payment or invoice. County will determine the acceptability and progress of work performed and determine the resulting entitlement to payment from advanced for purposes expense reconciliation. County may also liquidate funds available under this Agreement for costs incurred by County on behalf of Subrecipient, with a 30-day notification to Subrecipient. County may at any time question any payment to Subrecipient. If County raises a question about the propriety of a past payment, Subrecipient will cooperate with County in reviewing the payment. County may set-off any overpayment against amounts due to Subrecipient under this or any other Agreement between County and Subrecipient. Subrecipient will promptly pay to County any overpayment that County cannot recover by set-off. Subrecipient must provide copies of Subrecipient's Core Documents in **Exhibit D** (2 pages) before County will disburse any funds to Subrecipient.
- 5.11. **Reimbursement to County.** If County determines that Subrecipient used any advance funds for unallowable costs, or for any advanced funds that are not accounted

for remain unspent after 60 days from period of performance in Subrecipient's spending plan, County will submit a notice of reimbursement to Subrecipient requesting reimbursement and setting out the repayment terms and conditions. In addition, County may:

- 5.11.1. Temporarily withhold any further payment or advances to Subrecipient until the deficiency has been wholly corrected;
- 5.11.2. Deny use of funds for any or all of the cost of an activity that is deemed not in compliance;
- 5.11.3. Wholly or partly suspend or terminate this Agreement;
- 5.11.4. Recommend the initiation of suspension or debarment as authorized under 2 CFR part 180 and Treasury regulations; and
- 5.11.5. Take any other debt collection actions and remedies that may be legally available

6. Audit Requirements.

- 6.1. Subrecipient will comply with the Audit Requirements for Federal Awards in 2 C.F.R. Part 200, Subpart F. In addition, Subrecipient will establish and maintain a separate, identifiable accounting of all funds provided by County under this Agreement. The accounting must record all expenditures Subrecipient uses to support invoices and requests for payment from County. Subrecipient will also establish and maintain accounting records that identify the source and application of any funds not provided under this Agreement used to support these activities and ensure that all accounting records meet federal, state, and County requirements, and generally accepted accounting principles laws and regulations. Upon written notice from County, Subrecipient will provide County a program-specific or financial audit. The notice from County will specify the period to be covered by the audit, the type of audit, and the deadline for completion and submission of the audit. Subrecipient will ensure that any audit conducted pursuant to this Agreement is performed by a qualified, independent accounting firm and will be submitted to County within six months of completion of the audit required pursuant to this Section 6, unless a different time is specified by County. The audit submitted must include Subrecipient responses, if any, concerning any audit findings. Subrecipient is responsible for all costs for any audit required or requested pursuant to this Section 6.
- 6.2. If Subrecipient meets the definition of "corporation" in A.R.S. § 10-3140, Subrecipient will comply with the audit requirements in A.R.S. 11-624. If Subrecipient meets or exceeds the single audit threshold in 2 C.F.R. Part 200, Subrecipient will comply with the federal single audit requirements and, upon request from County, provide County with a copy of the required audit document within 90 days of the end of Subrecipient's fiscal year. Subrecipient must timely submit the required or requested audit(s) to:

Pima County Grants Management and
Innovation 130 West Congress St, DT-AE3-127
Tucson, Arizona 85701

7. **False Statements.** Subrecipient understands that making false statements or claims in connection with this subaward is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.
8. **Insurance.** Subrecipient will procure and maintain at its own expense insurance policies (the "**Required Insurance**") satisfying the below requirements (the "**Insurance Requirements**") until all its obligations under this Agreement have been met. The below Insurance Requirements are minimum requirements for this Agreement and in no way limit Subrecipient's indemnity obligations under this Agreement. County in no way warrants that the required insurance is sufficient to protect Subrecipient for liabilities that may arise from or relate to this Agreement. If necessary, Subrecipient may obtain commercial umbrella or excess insurance to satisfy the Insurance Requirements.
 - 8.1. **Insurance Coverages and Limits:** Subrecipient will procure and maintain, until all its obligations have been discharged, coverage with limits of liability not less than those stated below. Coverage must be placed with insurers acceptable to County with A.M. Best rating of not less than A-VII, unless otherwise approved by County.
 - 8.1.1. **Commercial General Liability (CGL)** – Occurrence Form with limits not less than \$2,000,000 Each Occurrence and \$2,000,000 General Aggregate. Policy shall include coverage for liability arising from premises, operations, independent contractors, personal injury, bodily injury, broad form contractual liability and products-completed operations. Any standard coverages excluded from the CGL policy, such as products/completed operations, etc. shall be covered by endorsement or separate policy and documented on the Certificates of Insurance.
 - 8.1.2. **Business Automobile Liability** – Coverage for bodily injury and property damage on any owned, leased, hired, and/or non-owned autos assigned to or used in the performance of this Agreement with minimum limits not less than \$1,000,000 Each Accident.
 - 8.1.3. **Workers' Compensation and Employers' Liability** – Statutory coverage for Workers' Compensation. Workers' Compensation statutory coverage is compulsory for employers of one or more employees. Employers Liability coverage with limits of \$1,000,000 each accident and \$1,000,000 each employee – disease.
 - 8.1.4. **Professional Liability (E & O) Insurance** – This insurance is required for work from professionals whose coverage is excluded from the above CGL policy. The policy limits shall be not less than \$2,000,000 Each Claim and \$2,000,000 Annual Aggregate. The insurance shall cover professional misconduct or negligent acts of anyone performing any services under this Agreement.
 - 8.2. **Additional Coverage Requirements:**
 - 8.2.1. **Claims Made Coverage:** If any part of the Required Insurance is written on a claims-made basis, any policy retroactive date must precede the effective date of this Agreement, and Subrecipient must maintain such coverage for a

period of not less than three (3) years following Agreement expiration, termination or cancellation.

- 8.2.2. **Additional Insured Endorsement:** The General Liability and Business Automobile Liability Policies shall each be endorsed to include Pima County, its departments, districts, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of Subrecipient.
- 8.2.3. **Subrogation Endorsement:** The General Liability, Business Automobile Liability, Workers' Compensation and Technology E&O Policies shall each contain a waiver of subrogation endorsement in favor of Pima County, and its departments, districts, officials, agents, and employees for losses arising from work performed by or on behalf of Subrecipient.
- 8.2.4. **Primary Insurance Endorsement:** The Required Insurance policies must stipulate that they are primary and that any insurance carried by County, or its agents, officials, or employees, is excess and not contributory insurance.
- 8.2.5. The Required Insurance policies may not obligate County to pay any portion of Subrecipient's deductible or Self Insurance Retention (SIR).
- 8.2.6. **Subcontractors:** Subrecipient must either (a) include all subcontractors as additional insureds under its Required Insurance policies, or (b) require each subcontractor to separately meet all Insurance Requirements and verify that each subcontractor has done so, Subrecipient must furnish, if requested by County, appropriate insurance certificates for each subcontractor. Subrecipient must obtain County's approval of any subcontractor request to modify the Insurance Requirements as to that subcontractor.
- 8.3. **Notice of Cancellation:**
Subrecipient must notify County, within 30 business days of Subrecipient's receipt of notice from an insurer, if any Required Insurance policy is suspended, voided, or cancelled for any reason. Notice must include the Pima County project or contract number and project description.
- 8.4. **Verification of Coverage:**
 - 8.4.1. Subrecipient must furnish County with a certificate of insurance (valid ACORD form or equivalent approved by Pima County) for each Required Insurance policy, which must specify that the policy has all the required endorsements, and must include the Pima County project or contract number and project description. Each certificate must be signed by an authorized representative of the insurer.
 - 8.4.2. County may at any time require Subrecipient to provide a complete copy of any Required Insurance policy or endorsement. Note: Subrecipients for larger projects must provide actual copies of the additional insured and subrogation endorsements.
 - 8.4.3. Subrecipient must provide the certificates to County before work commences.

Each Required Insurance policy must be in effect at least 10 days before work under this Agreement commences. Subrecipient must provide County a renewal certificate not less than 15 days prior to a Required Insurance policy's expiration date. Failure to maintain the Required Insurance policies, or to provide evidence of renewal, is a material breach of this Agreement.

8.4.4. All insurance certificates must be sent directly to the appropriate County Department.

8.5. Approval and Modifications:

The Pima County Risk Manager may modify the Insurance Requirements at any point during the Term of this Agreement. This can be done administratively, with written notice from the Risk Manager and does not require a formal amendment. Neither County's failure to obtain a required insurance certificate or endorsement, County's failure to object to a non-complying insurance certificate or endorsement, nor County's receipt of any other information from Subrecipient, its insurance broker(s) and/or insurer(s), constitutes a waiver of any of the Insurance Requirements.

9. **Indemnification.** To the fullest extent permitted by law, Subrecipient will defend, indemnify, and hold harmless County and any related taxing district, and the officials and employees of each of them (collectively, "Indemnitee") from and against any and all claims, actions, liabilities, losses, and expenses (including reasonable attorney's fees) (collectively, "Claims") arising out of actual or alleged injury of any person (including death) or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by any act or omission of Subrecipient or any of Subrecipient's directors, officers, agents, employees, volunteers, or subcontractors. This indemnity includes any claim or amount arising or recovered under the Workers' Compensation Law or arising out of the failure of Subrecipient to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. Indemnitee will, in all instances, except for Claims arising solely from the acts or omissions of Indemnitee, be indemnified by Subrecipient from and against any and all Claims. Subrecipient is responsible for primary loss investigation, defense and judgment costs for any Claim to which this indemnity applies. This indemnity will survive the expiration or termination of this Agreement.

10. Laws and Regulations.

10.1. **Compliance with Laws.** In addition to the requirements in **Exhibit D**, Subrecipient will comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders and Subrecipient will require such compliance by other parties in any agreements it enters into relating to this Agreement.

10.2. **Licensing.** Subrecipient warrants that it is appropriately licensed to provide the services under this Agreement and that its subcontractors will be appropriately licensed.

10.3. **Choice of Law; Venue.** The laws and regulations of the State of Arizona govern the rights and obligations of the parties under this Agreement. Any action relating to this Agreement must be filed and maintained in the appropriate court of the State of Arizona in Pima County.

- 10.4. **Domestic Preference for Procurements.** Subrecipient will comply with 2 C.F.R. § 200.322 regarding the required preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement and other manufactured products). The requirements of this section 10.4 must be included in all subawards including all contracts and purchase orders for work or products under this subaward.
- 10.5. **Telecom Prohibition.** Subrecipient will comply, as applicable, with prohibitions on certain telecommunications and video surveillance services or equipment as specified in 2 C.F.R. § 200.216.
- 10.6. **Environmental Laws.** Subrecipient will comply with the Clean Air Act (42 USC7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387).
11. **Independent Contractor.** Subrecipient is an independent contractor. Neither Subrecipient, nor any of Subrecipient's officers, agents or employees will be considered an employee of County for any purpose or be entitled to receive any employment-related benefits, or assert any protections, under the Pima County Merit System. Subrecipient is responsible for paying all federal, state and local taxes on the compensation received by Subrecipient under this Agreement and will indemnify and hold County harmless from any and all liability that County may incur because of Subrecipient's failure to pay such taxes.
12. **Sub-subrecipients.** Subrecipient will not enter into any subawards for any services to be performed under this Agreement without County's prior written approval of the subaward. Prior written approval from County is not required for the purchase of supplies that are necessary and incidental to Subrecipient's performance under this Agreement. Subrecipient is fully responsible for all acts and omissions of any sub-subrecipients, and of persons directly or indirectly employed by any sub-subrecipients, and of persons for whose acts any of them may be liable, to the same extent that Subrecipient is responsible for the acts and omissions of its own employees. Nothing in this Agreement creates any obligation on the part of County to pay or see to the payment of any money due any sub-subrecipient, except as may be required by law. Subrecipient must follow all applicable federal, state, and County rules and regulations for obtaining sub-subrecipients. Subrecipient must include the provisions in **Exhibit E** (4 pages) in all agreements between Subrecipient and its sub-subrecipients providing goods or services pursuant to this Agreement. Subrecipient is responsible for sub-subrecipients' compliance with the provisions in **Exhibit E** and for any disallowances or withholding of reimbursements resulting from noncompliance of any sub-subrecipients with **Exhibit E**.
13. **Non-Discrimination.** Subrecipient will comply with all provisions and requirements of Arizona Executive Order 2009-09, which is hereby incorporated into this Agreement, including flow-down of all provisions and requirements to any subcontractors. During the performance of this Agreement, Subrecipient will not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.
14. **Assignment.** Subrecipient may not assign its rights or obligations under this Agreement, in whole or in part, without County's prior written approval. County may withhold approval at its sole discretion.

15. **Authority to Contract.** Subrecipient warrants its right and power to enter into this Agreement. If any court or administrative agency determines that County does not have authority to enter into this Agreement, County will not be liable to Subrecipient or any third party by reason of such determination or by reason of this Agreement.
16. **Full and Complete Performance.** The failure of either party to insist, in one or more instances, upon the other party's complete and satisfactory performance under this Agreement, or to take any action based on the other party's failure to completely and satisfactorily perform, is not a waiver of that party's right to insist upon complete and satisfactory performance or compliance with any other covenant or condition in this Agreement, either in the past or in the future. The acceptance by either party of sums less than may be due and owing it at any time is not an accord and satisfaction.
17. **Cancellation for Conflict of Interest.** This Agreement is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated into this Agreement by reference.
18. **Termination by County.**
- 18.1. **Without Cause.** County may terminate this Agreement at any time without cause by notifying Subrecipient, in writing, at least 60 days before the effective date of the termination. In the event of such termination, County's only obligation to Subrecipient will be payment for services rendered prior to the date of termination.
- 18.2. **With Cause.** County may terminate this Agreement at any time without advance notice and without further obligation to County when County finds Subrecipient to be in default of any provision of this Agreement.
- 18.3. **Non-Appropriation.** Notwithstanding any other provision in this Agreement, County may terminate this Agreement if for any reason there are not sufficient appropriated and available monies for the purpose of maintaining County or other public entity obligations under this Agreement. In the event of such termination, County will have no further obligation to Subrecipient, other than to pay for services rendered prior to termination.
19. **Notice.** Any notice required or permitted to be given under this Agreement must be in writing and be served by personal delivery or by certified mail upon the other party as follows:
- | | |
|---|--------------------------------|
| County: | Subrecipient: |
| Jenifer Darland | Child-Parent Centers, Inc. |
| Deputy Director | Erin Lyons, CEO |
| Pima County Community & Workforce Development | 602 E. 22 nd Street |
| 2791 E. Ajo Way, 3 rd Floor | Tucson, AZ 85713 |
| Tucson, AZ 85713 | |
20. **Non-Exclusive Contract.** Subrecipient understands that this Agreement is nonexclusive and is for the sole convenience of County. County reserves the right to obtain like services from other sources for any reason.

21. **Remedies.** Either party may pursue any remedies provided by law for the breach of this Agreement. No right or remedy is intended to be exclusive of any other right or remedy and each is cumulative and in addition to any other right or remedy existing at law or at equity or by virtue of this Agreement.
22. **Severability.** Each provision of this Agreement stands alone, and any provision of this Agreement found to be prohibited by law will be ineffective to the extent of such prohibition without invalidating the remainder of this Agreement.
23. **Books and Records.** Subrecipient must keep and maintain proper and complete books, records and accounts, which will be open at all reasonable times for inspection and audit by duly authorized representatives of County, and any authorized federal, state or local agency, including, but not limited to Treasury and the Comptroller of the United States. In addition, Subrecipient will retain all records relating to this Agreement for at least five years after Subrecipient submits its single or last Expenditure Report or until completion of any action and resolution of all issues that arise from any related litigation, claim, negotiations, audit or other action involving the records that was started before the expiration of the five-year period, whichever is later.
24. **Public Records.**
- 24.1. **Disclosure.** Pursuant to A.R.S. § 39-121 et seq., this Agreement and all documents related to this Agreement are public records. As such, those documents are subject to release and/or review by the general public upon request, including competitors.
- 24.2. **Records Marked Confidential; Notice and Protective Order.** If Subrecipient reasonably believes any records that it submits to County contain proprietary, trade-secret or otherwise-confidential information, Subrecipient must prominently mark those records "CONFIDENTIAL." In the event a public-records request is submitted to County for records marked CONFIDENTIAL, County will notify Subrecipient of the request as soon as reasonably possible. County will release the records 10 business days after the date of that notice, unless Subrecipient has, within that period, secured an appropriate order from a court of competent jurisdiction, enjoining the release of the records. County will not, under any circumstances, be responsible for securing such an order, nor will County be in any way financially responsible for any costs associated with securing such an order.
25. **Other Documents.** In entering into this Agreement, Subrecipient and County relied on the Interim Final Rule and Final Rule for State, Territorial, Local, and Tribal Governments, the FAQs, and the Compliance and Reporting Guidance that are available at <https://home.treasury.gov/policy-issues/coronavirus/assistance-for-state-local-and-tribal-governments/state-and-local-fiscal-recovery-funds>. The requirements in these documents are incorporated into this Agreement to the extent they are consistent with the provisions of this Agreement, including all exhibits. Subrecipient will promptly bring any potentially inconsistent provisions to County's attention, and County will provide Subrecipient with its interpretation of the provisions in question. If there is an irreconcilable inconsistency, the provisions of the awarding agency documents will govern over this Agreement, unless otherwise required by law.
26. **Legal Arizona Workers Act Compliance.**

26.1. **Compliance with Immigration Laws.** Subrecipient hereby warrants that it will at all times during the term of this Agreement comply with all federal immigration laws applicable to its employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Subrecipient will further ensure that each subcontractor who performs any work for Subrecipient under this Agreement likewise complies with the State and Federal Immigration Laws.

26.2. **Books & Records.** County has the right at any time to inspect the books and records of Subrecipient and any subcontractor to verify such party's compliance with the State and Federal Immigration Laws.

26.3. **Remedies for Breach of Warranty.** Any breach of Subrecipient's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this Section 26.3, is a material breach of this Agreement subjecting Subrecipient to penalties up to and including suspension or termination of this Agreement. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Subrecipient will be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor, as soon as possible so as not to delay project completion. Any additional costs attributable directly or indirectly to such remedial action are the responsibility of Subrecipient.

26.4. **Subcontractors.** Subrecipient will advise each subcontractor of County's rights, and the subcontractor's obligations, under this Section 24 by including a provision in each subcontract substantially in the following form:

"Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor is a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

27. **Israel Boycott Certification.** Pursuant to A.R.S. § 35-393.01, if Subrecipient engages in for-profit activity and has 10 or more employees, and if this Agreement has a value of \$100,000.00 or more, Subrecipient certifies it is not currently engaged in, and agrees for the duration of this Agreement to not engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.

28. **Amendment.** The parties may modify, amend, alter or extend this Agreement only by a written amendment signed by the parties and, where applicable, by the federal sponsoring agency, before any services under the amendment commences. Minor modifications may be made by written memorandum approved and signed by the Director of Community & Workforce Development or designee. Minor modifications are changes in the scope, which do not change the specified purpose, outcomes or the total compensation provided through this Agreement and do not in any way increase the direct or indirect liability of County under this Agreement.

29. **Entire Agreement.** This document constitutes the entire agreement between the parties pertaining to the subject matter it addresses, and this Agreement supersedes all prior or contemporaneous agreements and understandings, oral or written.
30. **Effective Date.** This Agreement will become effective when all parties have signed it. The effective date of the Agreement will be the date this Agreement is signed by the last party (as indicated by the date associated with that party's signature).

SIGNATURE PAGE TO FOLLOW

PIMA COUNTY

Chair, Board of Supervisors

Date

ATTEST

Clerk of the Board

Date

APPROVED AS TO FORM

 June 19, 2022

Deputy County Attorney

Kathryn Ore

Print DCA Name

SUBRECIPIENT

Erin Lyons, Chief Executive Officer

Date

APPROVED AS TO CONTENT

President, Board of Directors

Date

Exhibit A (2 pages)
Scope of Services

PIMA EARLY EDUCATION PROGRAM at PIMA COMMUNITY COLLEGE

1. **Family Eligibility:** To be eligible for Pima Early Education Program services (the "Services"), families must have children ages three to five not eligible for Kindergarten, with a household income at or below 200% of the Federal Poverty Level.
2. **Program Location:** Subrecipient shall provide the Services at the following locations:
 - 2.1 Pima Community College Desert Vista Campus
5901 S Calle Santa Cruz, Tucson, AZ 85709
3. **Subrecipient responsibilities.** Subrecipient shall:
 - 3.1 Make a good faith effort to commence operation of a new preschool class of up to 20 children by August 31 of each school year.
 - 3.2 Operate the preschool class for 10 hours a day, five days a week.
 - 3.3 Provide comprehensive early childhood services based on the Head Start model, although the classroom will not be a formal Head Start site. Comprehensive services include teacher coaching, health and development screenings, meals and snacks, support to families for child medical and dental services, family engagement activities, support for inclusion, mental, and behavioral health services, and community resource and referral to families.
 - 3.4 Market the classes to eligible families.
 - 3.5 Confirm age, birthdate, and income eligibility for all children. The income check is only required when the child first enters the preschool program. If family income increases after that, and the child is still age eligible, the child may continue to attend.
 - 3.6 For families with incomes at or below 165% of the Federal Poverty level, (1) enroll child in class, (2) require the family to apply for a DES child care subsidy, (3) provide the family with information about how to apply for the DES child care subsidy, (4) require the family to notify Subrecipient within 60 days on the status of the application, (5) if family is approved, family must provide approval letter to Subrecipient and Subrecipient shall bill DES for that child and reflect DES reimbursement amount on monthly expense report, and (6) if family is denied, family must provide denial letter to Subrecipient and child remains enrolled in class.
 - 3.7 Notify families that Services are funded in part by Pima County, through the Pima Early Education Program.
 - 3.8 Have a written attendance policy in place and provide the policy to families.
 - 3.9 Make a good faith effort to fill class vacancies within 30 calendar days.
 - 3.10 Attend quarterly coordination meetings with County and school districts.
 - 3.11 Obtain and maintain all applicable licenses, permits, and authority required for its performance under this agreement.
 - 3.12 Provide all in person Services in compliance with Centers for Disease Control and Prevention ("CDC"), State, and County guidelines for operating during the Coronavirus

COVID-19 pandemic. If Subrecipient's performance of the services must be modified or curtailed to comply with public health restrictions related to COVID-19, Subrecipient shall immediately report the situation to County. County and Subrecipient will confer at least monthly to determine appropriate performance requirements and activities until services can be resumed in full.

END OF EXHIBIT A

Exhibit B (1 page) Spending Plan

Subrecipient will submit any needed revisions to its quarterly spending plan using the following template provided in excel format by Pima County:

PLEASE SEND SPENDING PLAN REPORT TO THE ATTENTION OF:
Pima County Community & Workforce Development Department
ATTN: Nicole Scott
1500 N. Oracle Rd., Suite 100, P.O. Box 1000
Tucson, AZ 85724

SPENDING PLAN REPORT FOR THE MONTH OF: _____
This Spending Plan Report is to be used for submitting all GMI Billing to Pima County
Spending Plan Report for the Month of: _____
AGENCY PROGRAM BUDGET REPORT IS FOR: _____
AGENCY CONTRACT # _____
SUBMISSION DATE: _____
PROGRAM NAME: _____
AGENCY CONTRACT # _____
MAIL PROGRAM/FORM: _____
GMA # _____

PIMA COUNTY SPENDING PLAN REPORT REQUEST
PIMA COUNTY DEPARTMENT COMMUNITY & WORKFORCE DEVELOPMENT
Spending Plan Report for the Month of: _____
This Spending Plan Report is to be used for submitting all GMI Billing to Pima County
Spending Plan Report for the Month of: _____
AGENCY PROGRAM BUDGET REPORT IS FOR: _____
AGENCY CONTRACT # _____
SUBMISSION DATE: _____
PROGRAM NAME: _____
AGENCY CONTRACT # _____
MAIL PROGRAM/FORM: _____
GMA # _____

APPROVED BUDGET & BILLING DETAILS YEAR #1 07/15/22-06/30/23

FISCAL YEAR	BUDGET NARRATIVE	BUDGET TOTAL	QUARTER 1		QUARTER 2		QUARTER 3		QUARTER 4		TOTAL TO DATE	BUDGET TO DATE	
			Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb			Mar
	PERSONNEL SERVICE												
	Admin Support Services												
	Program Support Services												
	Other Personnel												
	GRANT OPERATING EXPENSE												
	Materials and Supplies (Not Allowed)												
	Travel												
	Facility Lease												
	Other Operating Expenses												
	INDEBT												
	Other												
	TOTAL CONTRACT BUDGET												

AGENCY PROGRAM BUDGET REPORT IS FOR: _____
AGENCY CONTRACT # _____
SUBMISSION DATE: _____
PROGRAM NAME: _____
AGENCY CONTRACT # _____
MAIL PROGRAM/FORM: _____
GMA # _____

AGENCY AUTHORIZED SIGNATURE _____
Date: _____
Signature: _____
Print Name: _____
Title: _____

AGENCY AUTHORIZED SIGNATURE _____
Date: _____
Signature: _____
Print Name: _____
Title: _____

AGENCY AUTHORIZED SIGNATURE _____
Date: _____
Signature: _____
Print Name: _____
Title: _____

AGENCY AUTHORIZED SIGNATURE _____
Date: _____
Signature: _____
Print Name: _____
Title: _____

END OF EXHIBIT B

EXHIBIT C (1 page)

Subrecipient will submit monthly financial reports for reconciliation or advanced funds using the following reporting template provided in excel format by Pima County:

PLEASE SEND REPORT TO THE ATTENTION OF:

Pima County Community & Workforce Development
 2201 E. Broadway
 Tucson, AZ 85713
 POC: acf@pima.gov, COW: fiscal@pima.gov

AGENCY INFORMATION

Agency Name: C&W Fund Systems, Inc.
 Agency Address: 2201 E. Broadway
 City, State, ZIP Code: Tucson, AZ 85713

APPROVED BUDGET & MONTHLY EXPENSE DETAILS (07/15/22 - 06/30/23)

EXPENSE	07/15/22	08/15/22	09/15/22	10/15/22	11/15/22	12/15/22	01/15/23	02/15/23	03/15/23	04/15/23	05/15/23	06/30/23	TOTAL BUDGET	BALANCE
Personnel														
Travel														
Supplies														
Contractual														
Telephone														
Postage														
Printing														
Computer														
Other														
TOTAL														

PERFORMANCE REPORT (07/15/22 - 06/30/23)

EXPENSE	07/15/22	08/15/22	09/15/22	10/15/22	11/15/22	12/15/22	01/15/23	02/15/23	03/15/23	04/15/23	05/15/23	06/30/23	TOTAL	BALANCE
Personnel														
Travel														
Supplies														
Contractual														
Telephone														
Postage														
Printing														
Computer														
Other														
TOTAL														

AGENCY INFORMATION

Agency Name: C&W Fund Systems, Inc.
 Agency Address: 2201 E. Broadway
 City, State, ZIP Code: Tucson, AZ 85713

APPROVED BUDGET & MONTHLY EXPENSE DETAILS (07/15/22 - 06/30/23)

EXPENSE	07/15/22	08/15/22	09/15/22	10/15/22	11/15/22	12/15/22	01/15/23	02/15/23	03/15/23	04/15/23	05/15/23	06/30/23	TOTAL BUDGET	BALANCE
Personnel														
Travel														
Supplies														
Contractual														
Telephone														
Postage														
Printing														
Computer														
Other														
TOTAL														

PERFORMANCE REPORT (07/15/22 - 06/30/23)

EXPENSE	07/15/22	08/15/22	09/15/22	10/15/22	11/15/22	12/15/22	01/15/23	02/15/23	03/15/23	04/15/23	05/15/23	06/30/23	TOTAL	BALANCE
Personnel														
Travel														
Supplies														
Contractual														
Telephone														
Postage														
Printing														
Computer														
Other														
TOTAL														

END OF EXHIBIT C

EXHIBIT D (2 pages)
Subrecipient Core Documents

All Subrecipients are required to submit the following agency core documents to County within 30 days of approval of this Agreement:

1. Audited Financial Statement(s) (most current)
2. Single Audit (in accordance with per 2 CFR Part 200.331(f) and Part 200.501(a) Audit requirement(s). 2 CFR Part 200.501 Audit Requirements:
 - a. Non-Federal entities that expend \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions of this part.
3. Organizational Charts
4. Chart of Accounts with Cost Centers
5. Internal Control Procedure(s) including but not limited to:
 - a. Procurement/Purchasing Policy(ies)
 - b. Procedure for budgeting grants
 - c. Personnel Policies
 - d. Drug-free Workplace Policy
 - e. Code of Conduct
 - f. Conflict of Interest
 - g. Whistle Blower Protection
 - h. Employee Travel
6. The following administrative and/or financial management procedures for administering federal grants including but not limited to:
 - a. Cost Allocation Plan
 - b. Cash Management Procedure(s)
 - c. Methodology for reporting accrued expenditures for Pima County contracts
 - d. Financial Management Systems
 - e. Determination of Allowable costs
 - f. Financial Reporting
 - g. Records Retention
7. Certificate of Insurance or Fidelity Bond for construction projects (if applicable)
8. Indirect Cost Rate (most current issued by your agency).

Please note that per federal regulation at 2 CFR § 200.331(4), Pima County will accept the following types of indirect cost rates:

 - a. An approved federal recognized indirect cost rate negotiated between the Federal Government; or
 - b. If no such rate exists, a de minimis indirect cost rate as defined in 2 CFR §200.414 Indirect (F&A) costs paragraph (f).

If additional documents are required, Subrecipient will be notified by the respective County representative. Core documents may be submitted via email to GMI_Development@pima.gov

or via Surface Mail to Grants Management & Innovation, Development Division, 130
W. Congress, DT-AE3-127, Tucson, Arizona 85701.

END OF EXHIBIT D

EXHIBIT E (4 Pages)
SPECIAL CONDITIONS

U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS STATE & LOCAL FISCAL RECOVERY FUND
AWARD TERMS AND CONDITIONS

1. Use of Funds.
 - a. Subrecipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
 - b. Subrecipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.
2. Reporting. Subrecipient agrees to comply with any reporting obligations established by Treasury as they relate to this award.
3. Maintenance of and Access to Records.
 - a. Subrecipient shall maintain records and financial documents sufficient to evidence compliance with section 602(c) of the Act, Treasury's regulations implementing that section and guidance issued by Treasury regarding the foregoing.
 - b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Subrecipient in order to conduct audits or other investigations.
 - c. Records shall be maintained by Subrecipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.
4. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.
5. Administrative Costs. Subrecipient may use funds provided under this award to cover both direct and indirect costs.
6. Cost Sharing. Cost sharing or matching funds are not required to be provided by Subrecipient.
7. Conflicts of Interest. Subrecipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.
8. Compliance with Applicable Law and Regulations.

- a. Subrecipient agrees to comply with the requirements of section 602 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Subrecipient also agrees to comply with all the other applicable federal statutes, regulations, and executive orders, and Subrecipient shall provide for such compliance by other parties in any contracts it enters into with other parties relating to this award.
- b. Federal regulations applicable to this award include, without limitation, the following:
 - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
 - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
 - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
 - iv. OMG Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
 - v. Subrecipient Integrity and Performance Matters, pursuant to which the award term in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
 - vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
 - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
 - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
 - ix. Generally applicable federal environmental laws and regulations.
- c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
 - i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit

- discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
- ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
 - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §§ 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
 - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
 - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
9. Remedial Actions. In the event of Subrecipient's noncompliance with section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as in 2 C.F.R. § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act.
10. Hatch Act. Subrecipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
11. False Statements. Subrecipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.
12. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Subrecipient] by the U.S. Department of the Treasury.
13. Disclaimer.
- a. The United States expressly disclaims any and all responsibility or liability to Subrecipient or third persons for the actions of Subrecipient or third persons

resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract , or subcontract under this award.

- b. The acceptance of this award by Subrecipient does not in any way establish an agency relationship between the United States and Subrecipient.

14. Protections for Whistleblowers.

- a. In accordance with 41 U.S.C. § 4712, Subrecipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonable believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal Agreement or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal Agreement (including the competition for or negotiation of a contract) or grant.
- b. The list of persons and entities referenced in the paragraph above includes the following:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Treasury employee responsible for contract or grant oversight or management;
 - v. An authorized official of the Department of Justice or other law enforcement agency;
 - vi. A court or grand jury; or
 - vii. A management official or other employee of Subrecipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- c. Subrecipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

15. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Subrecipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

16. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Subrecipient should encourage its employees and contractors to adopt and enforce policies that ban text messaging while driving, and Subrecipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

END OF EXHIBIT E