



**BOARD OF SUPERVISORS AGENDA ITEM REPORT  
CONTRACTS / AWARDS / GRANTS**

Award  Contract  Grant

Requested Board Meeting Date: February 20, 2018

\* = Mandatory, information must be provided

or Procurement Director Award

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

Pima County Community College District

**\*Project Title/Description:**

Educational Activities - HPOG HOPES

**\*Purpose:**

The purpose of program is to provide educational services under the Health Professions Opportunity Grant (HPOG) to support workforce development services in Pima County. The Intergovernmental Agreement (IGA) with Pima County Community College District is for five years and the amendment is to increase funding for Year 3, as well as the number of HPOG participants served.

Attachment: IGA Amendment with Pima County Community College District - HOPES Healthcare Opportunities with Personalized Educational Supports

**\*Procurement Method:**

Not applicable to grant award.

**\*Program Goals/Predicted Outcomes:**

The HPOG program goals are to prepare low-income individuals for careers in healthcare fields by providing personalized assessment, pre-college/basic skills development, developmental education, college courses leading to a certificate or degree, internships/clinical placements, career services, and financial aid. The County will provide readiness/career assessments and case management to 350 HPOG participants, basic career services to 315 HPOG participants, job placement assistance to 200 HPOG occupational graduates, and supportive services to 265 HPOG participants.

**\*Public Benefit:**

Supports Pima County's economic development by helping to develop a trained and productive labor force that meets employers needs.

**\*Metrics Available to Measure Performance:**

Pima Community College (PCC) and County will meet quarterly to review budget expenditures, fund availability, service needs and progress towards goals and a year-end comprehensive HPOG program review in order to determine if program adjustments are required.

**\*Retroactive:**

Yes, County received the IGA from PCC on 10/25/17. IGA was reviewed by Community Services staff and then sent to the County's lawyer on 10/30 to review. A revised IGA was sent back to PCC on 11/2/17. PCC sent the final version on 1/26/18 and the County's lawyer signed it on 2/1/18.

**Contract / Award Information**

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

Effective Date: \_\_\_\_\_ Termination Date: \_\_\_\_\_ Prior Contract Number (Synergen/CMS): \_\_\_\_\_

Expense Amount: \$\* \_\_\_\_\_  Revenue Amount: \$ \_\_\_\_\_

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

Funding from General Fund?  Yes  No If Yes \$ \_\_\_\_\_ % \_\_\_\_\_

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

**\*Is the Contract to a vendor or 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 22-73.*

**Amendment / Revised Award Information**

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

Amendment No.: \_\_\_\_\_ AMS Version No.: \_\_\_\_\_

Effective Date: \_\_\_\_\_ New Termination Date: \_\_\_\_\_

Prior Contract No. (Synergen/CMS): \_\_\_\_\_

Expense or  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: GTAM Department Code: CS Grant Number (i.e.,15-123): 18-29

Effective Date: 9/30/17 Termination Date: \_\_\_\_\_ Amendment Number: 1

Match Amount: \$ \_\_\_\_\_  Revenue Amount: \$ 593,993.00

**\*All Funding Source(s) required:** U.S. Department of Health and Human Services

**\*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)?** Passed through Pima Community College

Contact: Rise Hart

Department: Community Services Telephone: 724-5723

Department Director Signature/Date: *Charles Long* 2/6/18

Deputy County Administrator Signature/Date: *Jaw* 2/12/18

County Administrator Signature/Date: *C. Dulbey* 2/12/18  
*(Required for Board Agenda/Addendum Items)*



INTERGOVERNMENTAL AGREEMENT  
FOR THE PROVISION OF  
EDUCATIONAL ACTIVITIES

HOPES Healthcare Opportunities with Personalized Educational Supports

PIMA COUNTY (“COUNTY”), a body politic and corporate of the State of Arizona, and the PIMA COUNTY COMMUNITY COLLEGE DISTRICT (“COLLEGE”) entered into an Intergovernmental Agreement for the Provision of Educational Activities (“Agreement” or “Contract”) on January 28, 2016.

**RECITALS**

- A. COLLEGE is the recipient of a grant (“the Grant”) from the U.S. Department of Health and Human Services (“US HHS”) to provide Temporary Assistance to Needy Families (“TANF”) recipients and other low-income individuals with opportunities for education and training within the healthcare field.
- B. COUNTY is the partner in the grant and provides services to grant recipients, collaborates on grant activities and processes, and receives a financial component of the grant.
- C. The Parties determined that the HPOG project Objective and Budget for Year 2 would remain at the same levels set for Year 1.
- D. COLLEGE and COUNTY have conducted an annual review of the Agreement for the implementation of the HOPES – Health Professions Opportunity Grant (“HPOG”) project during Year Three (3) of the Agreement.
- E. This annual review indicated the appropriate levels of services for the Grant that impact both organizations and documents the budgetary components of the agreement.
- F. The Parties agree to amend the Agreement to reflect Year 2 and Year 3 HPOG activities.

NOW, THEREFORE, the Parties agree to amend the Agreement as follows:

- 1. **ATTACHMENT 1 – Specification of HPOG Activities – SCOPE OF WORK** remains unchanged and in full force and effect for Year 2 (September 27, 2016 through September 29, 2017) of the Project.
- 2. Year 3 (September 30, 2017 to September 29, 2018) of the HPOG project will be conducted pursuant to the following:
  - 2.1. **Attachment A -- Specifications of HPOG Activities – Year 3** (9/30/2017 to 9/29/2018) is added and will control all activities during Year 3.

- 2.2. **Attachment B – Specification of HPOG Fiscal Responsibility** (9/30/2017 to 9/29/2018) is added and is the controlling budget description for Year 3.
- 2.3. **Attachment C – Federal Compliance** is added.

All other terms and conditions of the original Agreement remain in effect to the extent that they are not inconsistent with the terms of this Amendment.

IN WITNESS THEREOF, the parties have affixed their signatures to this Contract on the dates written below.

**THIS AGREEMENT MAY BE SIGNED IN COUNTERPARTS**

**PIMA COUNTY COMMUNITY COLLEGE DISTRICT**

**PIMA COUNTY**

Signature, \_\_\_\_\_

Date \_\_\_\_\_

\_\_\_\_\_  
Chairman, Pima County Board of Supervisors

Date \_\_\_\_\_

\_\_\_\_\_  
Richard Elias

\_\_\_\_\_  
Name of Signatory

\_\_\_\_\_  
Title

ATTEST:

Contact Phone: \_\_\_\_\_

\_\_\_\_\_  
Clerk of the Board of Supervisors

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Director, Community Services Employment and Training Department

Mailing Address:  
2797 E. Ajo Way  
Tucson, AZ 8573  
Contact Phone: 520-724-3777

APPROVED AS TO FORM:

APPROVED AS TO FORM:

\_\_\_\_\_  
College Legal Counsel

\_\_\_\_\_  
Karen S. Friar, Deputy County Attorney

**ATTACHMENT A****Specifications of HPOG Activities – Year 3 (9/30/2017 to 9/29/2018)****SCOPE OF WORK**

- A. **COLLEGE**: As HPOG grant recipient, COLLEGE is the lead grant administrator and grantee fiscal agent.
1. As lead grant administrator, COLLEGE will:
    - a. Provide reimbursement for expenditures made by COUNTY for services under this Agreement as set forth in Appendix B.
    - b. Provide educational services to students under HPOG.
    - c. Monitor HPOG grant activities, goals and objectives.
    - d. Assure that COUNTY is able to access:
      - i. Student information necessary for conducting its HPOG activities; and
      - ii. COLLEGE HPOG programming and services.
    - e. Collaborate with COUNTY to:
      - i. Determine support needs beyond those set forth with specificity herein;
      - ii. Provide comprehensive services to students, while avoiding duplication of efforts; and
      - iii. Develop and implement a communication plan to ensure key stakeholders are kept informed.
    - f. Timely prepare and submit all program activity reports required by US HHS.
  2. As grantee fiscal agent, COLLEGE will:
    - a. Monitor HPOG fiscal activities.
    - b. In order to determine if budgetary or programmatic adjustments are required, meet with COUNTY:
      - i. Quarterly to review budget expenditures, fund availability, service needs, goals and objectives progress; and
      - ii. Each September during the term of the Agreement, for a year-end comprehensive HPOG program review.
    - c. Timely prepare and submit all fiscal reports required by US HHS.

B. **COUNTY:** As subgrantee, COUNTY will provide student recruitment, intake, case management, and placement assistance.

1. As support service provider, COUNTY will:

- a. Recruit potential students and determine eligibility for HPOG.
- b. Provide each student with:
  - i. Workforce readiness assessment.
  - ii. Career assessments.
  - iii. Training Plan.
  - iv. Case management services.
  - v. Basic career services and job placement assistance.
  - vi. Support services, including, but not limited to:
    - 1. Uniforms and supplies;
    - 2. Transportation assistance; and
    - 3. Physical and/or mental health referrals.
- c. Meet annual goals and objectives

COUNTY Activity	Year 3 Goals and Objectives
Recruit potential students	Provide space for weekly HPOG info session at COUNTY One-Stop/ARIZONA@WORK Center; attend 35 outreach events/meetings, recruit potential students for weekly information sessions (average weekly attendance is 15 attendees)
Determine eligibility for HPOG applicants	583 HPOG applicants
Provide workforce readiness assessment, career assessments and case management services.	350
Review and approve training plan for HPOG participants	320 HPOG participants (duplicated)
Provide basic career services	315 HPOG participants
Provide job placement assistance	200 HPOG occupational graduates
Provide support services	265 HPOG participants

- d. Maintain student records in compliance with the Family Educational Rights and Privacy Act (FERPA) and, upon request, provide copies of such student records to COLLEGE.
- e. Collaborate with COLLEGE to:

- i. Determine support needs beyond those set forth with specificity herein;
  - ii. Provide comprehensive services to students, while avoiding duplication of efforts; and
  - iii. Develop and implement a communication plan to ensure key stakeholders are kept informed.
- f. Track:
- i. Students' activities in the HPOG program; and
  - ii. Students' job success for 6 months post-HPOG program completion.
- g. Assure that COLLEGE is able to access student information relating to HPOG activities within fourteen (14) days of each HPOG activity.
- h. Submit a statistical report to COLLEGE by the 30<sup>th</sup> day following the close of each quarter, summarizing, for the previous quarter: the number of students completing intake, the number of students enrolled into training; the number of students receiving case management, the number of students receiving placement services and the type of placement service, the number of students entering employment; the average wage at placement; and, the number of students retained in employment six months after initial placement.
- i. Cooperate with all review, evaluation and research activities related to HPOG including the implementation of random assignment.

2. As contracting agent, COUNTY will:

- a. Allow COLLEGE to review HPOG fiscal records.
- b. In order to determine if program adjustments are required, meet with COLLEGE:
  - i. Quarterly to review budget expenditures, fund availability, service needs and progress toward annual COUNTY goals and objectives, progress towards HPOG goals and objectives;
  - ii. Develop a plan of action for any unmet goals and objectives; and
  - iii. Each September during the term of the Agreement, for a year-end comprehensive HPOG program review.

C. Both the COLLEGE and the COUNTY agree to the following provisions:

- 1. HPOG grant funds cannot be used to pay the wages of HPOG participants.
- 2. Resumes of key staff must be sent to HHS for approval.
- 3. Documents created by sub-recipient must contain the funding statement, disclaimer and HPOG logo and be sent to US HHS for prior approval: "This document was supported by Grant #90FX0036 from the Administration for Children and Families, HHS. Its contents are solely the responsibility of the authors and do not necessarily represent the official views of HHS." Electronic media must also contain the above elements, as well as links to the official HPOG website and media accounts.
- 4. Comply/ sign the applicable assurance and certifications (i.e. lobbying form, etc.).

5. Support Grant Goals of:
  - a. Increase opportunities for education, training, support services and employer engagement that will prepare TANF recipients and low-income individuals to enter and advance in the healthcare sector
  - b. Increase number of TANF recipients and low-income individuals entering healthcare careers
6. Support and monitor Annual Objectives and Five Year Grant Objectives

<b>HOPES Year Three Objectives (9/30/2017 to 9/29/2018)</b>	
# of individuals enrolled in HPOG program (unduplicated)	350
# of TANF recipients enrolled (unduplicated)	5
# of participants that begin basic skills education (unduplicated)	78
# of participants completing basic skills education (unduplicated)	71
# of participants that begin any healthcare occupational training (duplicated)	320
# of participants obtaining an occupational credential (unduplicated)	150
# of participants that complete any healthcare occupational training (duplicated)	227
# of participants that obtain employment in a healthcare occupation (unduplicated)	200

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<b>HOPE5 5 year Grant Objectives</b> (9/30/15 to 9/29/20)	
# of individuals enrolled in HPOG program (unduplicated)	1,500
# of TANF recipients enrolled (unduplicated)	53
# of participants that begin basic skills education (unduplicated)	330
# of participants completing basic skills education (unduplicated)	281
# of participants that begin any healthcare occupational training (duplicated)	1,360
# of participants obtaining an occupational credential (unduplicated)	947
# of participants that complete any healthcare occupational training (duplicated)	1,183
# of participants that obtain employment in a healthcare occupation (unduplicated)	825
% of occupational program graduates who participated in a experiential learning opportunity	85%
% increase of employer partners providing opportunities for program participants to engage in experiential learning and other engagement opportunities	65%
% of enrolled participants who increased their ability to successfully problem solve and achieve goals	75%
% of participants who are not academically ready for occupational training program entry who successfully completed adult basic skills training	80%
% of occupational graduates who continued on to enter a secondary pathway occupational training program	25%

END OF ATTACHMENT A

## ATTACHMENT B

Specification of HPOG Fiscal Responsibility – Year 3 (9/30/2017 to 9/29/2018)

- A. In consideration for the goods and services specified in this Contract for Year Three from 9/30/17 – 9/29/18, COLLEGE agrees to pay COUNTY up to \$593,993.00 in accordance with the following budget description.
- B. Request for payment for services under this Contract will be submitted monthly no later than 30 days after the month's end to the COLLEGE on invoices signed by an authorized representative of the COUNTY with accompanying line item detail, effort certification reports for all contracted and non-contracted personnel, and participant level data for all support services.
- C. HPOG Director will review and approve all invoices and COLLEGE will pay COUNTY within 30 days of receipt of invoice.

<b>Year 3 – September 30, 2017 – September 29, 2018</b>	
<b>Personnel</b>	
Project Manager- 0.2 FTE (Base salary \$58,240)	\$11,648
Project Supervisor - 0.2 FTE (Base salary \$54,080)	\$10,816
Workforce Development Specialists – 1.5 FTE (Base salary \$45,840)	\$68,640
Employer Outreach Specialist 1.0 FTE (Base salary \$47,840)	\$47,840
Accountant 0.1 FTE (Base salary \$41,600)	\$4,160
<b>Personnel Total</b>	<b>\$143,104</b>
<b>Fringe</b>	
<b>Fringe Total (30%)</b>	<b>\$42,932</b>
<b>Contractual</b>	
NET (New Employee Transition) contracts (funds will not be used to pay the wages of HPOG participants) – 8 contracts at \$5,000 each	\$40,000
Contracted Personnel: Workforce Development Specialists (WDS) – 4.0 FTE at \$52,000 per contracted FTE = Total WDS \$208,000 Intake Specialist – 1.5 FTE at \$31,200 per contracted FTE = \$46,800	\$254,800
Literacy, vocational assessments and behavioral health assessments: 20 assessments at \$750 per assessment = \$15,000	\$15,000
<b>Contractual Total</b>	<b>\$309,800</b>
<b>Travel</b>	
Local travel mileage: 123 miles per month for 12 months at \$0.445 per month	\$657
<b>Travel Total</b>	<b>\$657</b>
<b>Supplies</b>	
Office supplies: Including, but not limited to: paper, toner, paper clips, staples \$50 per month for 12 months	\$600
<b>Supplies Total</b>	<b>\$600</b>
<b>Other</b>	
Support services, books and tools, uniforms, childcare, certification exams: \$300 for 265 participants	\$79,500
Space and communication costs: \$2,400 per FTE for 7 FTEs	\$16,800
<b>Other Total</b>	<b>\$96,300</b>
<b>TOTAL Year 3</b>	<b>\$593,993</b>

END OF ATTACHMENT B

## ATTACHMENT C FEDERAL COMPLIANCE

College is a recipient of a Federal grant pursuant to an agreement with a Federal Grantor. That grant requires that certain terms and conditions of the grant be made a part of any subsequent contracts awarded by College related to furthering the performance or deliverables required under that grant. Accordingly, the following Grant Terms and Conditions provided in grant award, apply to any Agency, Sub-Recipient or Contractor providing services to College under this Agreement.

### 1. Funding Restrictions

- a. Under Public Law 113-76 Section 105 none of the funds appropriated shall be used by a recipient or sub-recipient of such funds to pay the salary and bonuses of an individual, either as direct costs or indirect costs, at a rate in excess of Executive Level II. The Executive Level II salary may change yearly and is located on the OPM.gov website (<http://www.opm.gov/policy-data-oversight/pay-leave/salarieswages/2014/executive-senior-level>). The salary and bonus limitation does not apply to contractors providing goods and services as defined in OMB Circular A-133. Where States are recipients of such funds, States may establish a lower limit for salaries and bonuses of those receiving salaries and bonuses from sub-recipients of such funds, taking into account factors including the relative cost-of-living in the State, the compensation levels for comparable State or local government employees, and the size of the organizations that administer Federal programs involved.

### 2. Administrative Requirements

- a. Grantees must recognize and safeguard personally identifiable information except where disclosure is allowed by prior written approval of the Grant Officer or by court order. Grantees must meet the requirements in Training and Employment Guidance letter (TEGL 39-11, Guidance on the Handling and Protection of Personally Identifiable Information.
- b. Organization-wide or program-specific audits shall be performed in accordance with the Single Audit Act Amendments of 1996, as implemented by 2 CFR 200 Subpart F, "Audit Requirements" and adopted by DOL in 29 CFR parts 95 and 97. Awardees that are subject to the provisions of 2 CFR 200 Subpart F and that expend \$750,000 or more in a year in Federal awards shall have an audit conducted for that year in accordance with the requirements contained in 2 CFR 200 Subpart F.
- c. Awardees must receive **prior approval** from the Grant Officer for the purchase of any equipment with a per unit acquisition cost of \$5,000 or more, and a useful life of more than one year. Equipment purchases must be made in accordance with 29 CFR 95 or 29 CFR 97, as applicable. This grant award **does not** give approval for equipment specified in an awardee's budget or statement of work unless specifically approved above. If not specified above, the awardee must submit a detailed description list to the FPO for review within 90 days of the Notice of Award date. Failure to do so will necessitate the need for approval of equipment purchase on an individual basis. Awardees may not purchase equipment in the last year of performance. If any approved acquisition has not occurred prior to the last year of performance, approval for that item(s) is rescinded.
- d. The awardee is required to utilize the addition method if any Program Income is generated throughout the duration of this award. The awardee is allowed to deduct costs incidental to generating Program Income to arrive at a net Program Income [29 CFR Part 95.24(c) or 29 CFR Part 97.25(c)(g)(2)].
- e. All costs incurred by the awardee prior to the start date specified in the award issued by the Department are incurred at the awardee's own expense.
- f. No funds provided under this grant shall be used for publicity or propaganda purposes, for the preparation, distribution or use of any kit, pamphlet, booklet, publication, radio, television or film presentation designed to support or defeat legislation pending before the Congress or any state or local legislature or legislative body, except in presentation to the Congress or any state or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any state or local government, except in presentation to the executive branch of any state or local government itself. Nor shall grant funds be used to pay the salary or expenses of any awardee or agent acting for such awardee, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive Order proposed or pending before the Congress, or any state government, state legislature, or local legislature body other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a state, local, or

- tribal government in policymaking and administrative processes within the executive branch of that government.
- g. When issuing statements, press releases, requests for proposals, bid solicitation, and other documents describing project or programs funded in whole or in part with Federal money, all awardees receiving Federal funds, shall clearly state (1) the percentage of the total cost of the program or project which will be financed with Federal money, (2) the dollar amount of Federal funds for the project or program, and (3) the percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources.
  - h. The Uniform Administrative Requirements (29 CFR Parts 95 and 97) require all awardee procurement transactions to be conducted in a manner to provide, to the maximum extent practical, open and free competition. If the statement of work identifies a specific entity to provide goods or services, the award does not provide the justification or basis to sole-source the procurement, i.e., avoid competition.
  - i. The term "vendor", also referred to as a contractor, is defined in OMB Circular A-133 as a dealer, distributor, merchant or other seller providing goods or services that are required for the conduct of a Federal program. These goods or services may be for an organization's own use or for the use of beneficiaries of the Federal program. When procuring vendor/contractor provided goods and services, grantees and sub-grantees must follow the procurement requirements at 29 CFR 95.40-48 and 29 CFR 97.36, which call for free and open competition.
  - j. To ensure that the Federal investment of these funds has as broad an impact as possible and to encourage innovation in the development of new learning materials, as a condition of the receipt of a grant, the grantee will be required to license to the public all work (except for computer software source code, discussed below) created with the support of the grant under a Creative Commons Attribution 4.0 (CC BY) license. Work that must be licensed under the CC BY includes both new content created with the grant funds and modifications made to pre-existing, grantee-owned content using grant funds. This license allows subsequent users to copy, distribute, transmit, and adapt the copyrighted Work and requires such users to attribute the Work in the manner specified by the grantee. Notice of the license shall be affixed to the Work. Only work that is developed by the grantee with the grant funds is required to be licensed under the CC BY license. Pre-existing copyrighted materials licensed to, or purchased by the grantee from third parties, including modifications of such materials, remains subject to the intellectual property rights the grantee receives under the terms of the particular license or purchase. In addition, works created by the grantee without grant funds do not fall under the CC BY license requirement. The purpose of the CC BY licensing requirement is to ensure that materials developed with funds provided by these grants result in work that can be freely reused and improved by others. When purchasing or licensing consumable or reusable materials, grantees are expected to respect all applicable Federal laws and regulations, including those pertaining to the copyright and accessibility provisions of the Federal Rehabilitation Act. Further, the Department requires that all computer software source code developed or created with the grant funds will be released under an intellectual property license that allows others to use and build upon them. Specifically, the grantee will release all new source code developed or created with grant funds under an open license acceptable to either the Free Software Foundation and/or the Open Source Initiative. Separate from the CC BY license to the public, the Federal Government reserves a paid-up, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for Federal purposes: the copyright in all products developed under the grant, including a purchases ownership under an award (including, but not limited to, curricula, training models, technical assistance products, and any related materials). Such uses include, but are not limited to, the right to modify and distribute such products worldwide by any means, electronically or otherwise. The grantee may not use Federal funds to pay any royalty or license fee for use of a copyrighted work, or the cost of acquiring by purchase a copyright in a work, where the Department has a license or rights of free use in such work. If revenues are generated through selling products developed with grant funds, including intellectual property, these revenues are program income. Program income is added to the grant and must be expended for allowable grant activities. If applicable, the following needs to be on all products developed in whole or in part with grant funds, "This workforce product was funded by a grant awarded by a Federal Grantor. The product was created by the grantee and does not necessarily reflect the official position of the Federal Grantor. The Federal Grantor makes no guarantees, warranties, or assurances of any kind, express or implied, with

respect to such information, including any information on linked sites and including, but not limited to, accuracy of the information or its completeness, timeliness, usefulness, adequacy, continued availability, or ownership.”

- k. The awardee must obtain prior approval from Federal Grantor before holding any conference (which includes meeting, retreat, seminar, symposium, training activity or similar event held in either Federal or non-Federal space), or any activity related to holding a conference, including, but not limited to, obligating or expending Federal Grantor’s funds, signing contracts for space or services, announcing Federal Grantor’s involvement in any conference, and using Federal Grantor’s official’s name or Federal Grantor’s name or logo. Federal Grantor retains the right to obtain information from the awardee about any conference that is funded in whole or in part with Federal Grantor’s funds. Awardees must submit requests to appropriate Department officials through their Federal Project Officer.
- l. Funding for travel to and from meetings with an Executive Branch Agency Grant funds may not be used for the purposes of defraying the costs of a conference held by any Executive branch department, agency, board, commission, or office unless it is directly and programmatically related to the purpose for which the grant or contract was awarded. No funds made available through Federal Grantor appropriations may be used for travel and conference activities that are not in compliance with Office of Management and Budget Memorandum M-1-12 dated May 11, 2012. (P.L. 113-6, 3003 (c)(d)(e)).

### 3. Program Requirements

- a. The Solicitation for Grant Applications contains the program requirements for this award.

### 4. Public Policy

- a. 12928: Pursuant to Executive Order 12928, the awardee is strongly encouraged to provide subcontracting/sub-granting opportunities to Historically Black Colleges and Universities and other Minority Institutions such as Hispanic-Serving Institutions and Tribal Colleges and Universities; and to Small Businesses Owned and Controlled by Socially and Economically Disadvantaged Individuals.
- b. 13043: Pursuant to Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, recipients are encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented, or personally owned vehicles.
- c. 13153: Pursuant to Executive Order 13153, Federal Leadership On Reducing Text Messaging While Driving, dated October 1, 2009, recipients and sub-recipients are encouraged to adopt and enforce policies that ban text messaging while driving company-owned or -rented vehicles or GOV, or while driving POV when on official Government business or when performing any work for or on behalf of the Government. Recipients and sub-recipients are also encouraged to conduct initiatives of the type described in section 3(a) of this order.
- d. 13166: As clarified by Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, dated August 11, 2000, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI, recipients must take reasonable steps to ensure that LEP persons have meaningful access to programs in accordance with the United States Department of Labor Policy Guidance on the Prohibition of National Origin Discrimination as it Affects Persons with Limited English Proficiency [05/29/2003] Volume 68, Number 103, Page 32289-32305. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. Recipients are encouraged to consider the need for language services for LEP persons served or encountered both in developing budgets and in conducting programs and activities. For assistance and information regarding your LEP obligations, go to <http://www.lep.gov>.
- e. The Jobs for Veterans Act (Public Law 107-288) requires grantees to provide priority of service to veterans and spouses of certain veterans for the receipt of employment, training, and placement services in any job training program directly funded, in whole or in part, by Federal Grantor. The regulations implementing this priority of service can be found at 20 CFR part 1010. In circumstances where a grant recipient must choose between two qualified candidates for a service, one of whom is a veteran or eligible spouse, the veterans priority of service provisions require that the grant recipient give the veteran or eligible spouse priority of service by first providing him or her that service. To obtain priority of service, a veteran or

spouse must meet the program's eligibility requirements. Grantees must comply with Federal Grantor's guidance on veterans' priority.

- f. The Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 4001 et seq., provides that no Federal financial assistance to acquire, modernize, or construct property may be provided in identified flood-prone communities in the United States, unless the community participates in the National Flood Insurance Program and flood insurance is purchased within 1 year of the identification. The flood insurance purchase requirement applies to both public and private applicants for Federal Grantor support. Lists of flood-prone areas that are eligible for flood insurance are published in the Federal Register by FEMA.
- g. The Architectural Barriers Act of 1968, 42 U.S.C. 4151 et seq., as amended, the Federal Property Management Regulations (see 41 CFR 102-76), and the Uniform Federal Accessibility Standards issued by GSA (see 36 CFR 1191, Appendixes C and D) set forth requirements to make facilities accessible to, and usable by, the physically handicapped and include minimum design standards. All new facilities designed or constructed with grant support must comply with these requirements.
- h. The Drug-Free Workplace Act of 1988, 41 U.S.C. 702 et seq., and 2 CFR 182 require that all organizations receiving grants from any Federal agency maintain a drug-free workplace. The recipient must notify the awarding office if an employee of the recipient is convicted of violating a criminal drug statute. Failure to comply with these requirements may be cause for suspension or debarment.
- i. Pursuant to 15 USC 2225a, the recipient must ensure that all space for conferences, meetings, conventions or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (P.L. 101-391, as amended). Recipients may search the Hotel Motel National Master List at <http://www.usfa.dhs.gov/applications/hotel/> to see if a property is in compliance, or to find other information about the Act.

College is a recipient of a Federal grant pursuant to an agreement with the Federal Grantor. That grant requires that certain Federal provisions be made a part of any subsequent contracts awarded by College related to furthering the performance or deliverables required under that grant. Accordingly, the following terms provided in the Federal Regulation 29 CFR Part 95, Appendix A, apply to any Sub-Recipient or Contractor providing services to College under this Agreement.

1. Equal Employment Opportunity (E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity.")
2. Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c)-All contracts and sub-grants in excess of \$2000 for construction or repair awarded by recipients and sub-recipients shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. Sec. 874), as supplemented by 29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States." The Act provides that each contractor or sub-recipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which one is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency.
3. When required by Federal program legislation, all construction contracts awarded by the recipients and sub-recipients of more than \$2000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. Sec. 276a to a-7) and as supplemented by 29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction." Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Federal Grantor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the Federal awarding agency.
4. Contract Work Hours and Safety Standards Act (Act)(40 U.S.C. Sec. 327-333)--Where applicable, all contracts awarded by recipients in excess of \$2,000 for construction contracts and in excess of \$2,500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. Sec. 327-333), as supplemented by regulations 29 CFR part 5. Under section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work

week is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

5. Rights to Inventions Made Under a Contract or Agreement in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
6. Sub-Recipient or Agency agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. Sec. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. Sec. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
7. Byrd Anti-Lobbying Amendment (31 U.S.C. Sec. 1352)—COUNTY certifies to COLLEGE that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. Sec. 1352. COUNTY shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from COUNTY to COLLEGE, per 29 CFR part 98.
8. Debarment and Suspension--No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Non-Procurement Programs in accordance with E.O. 12549 and E.O. 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.