



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

☐ Award ☐ Contract ☒ Grant

Requested Board Meeting Date: November 10, 2020

\* = Mandatory, information must be provided

or Procurement Director Award ☐

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

Arizona Department of Economic Security (AZDES)

**\*Project Title/Description:**

AZDES - Employment and Training Program Workforce Innovation and Opportunity Act (WIOA)

**\*Purpose:**

AZDES has awarded the County WIOA funds for the period of July 1, 2020 to June 30, 2025. The funds are used to provide WIOA services to Adults, Youth and Dislocated Workers who are seeking employment or job skills training that can lead to employment. Services include case management, training and support services to assist adult, youth and dislocated worker job seekers in finding employment.

Attachment: Contract Number DI21-002286 - Intergovernmental Agreement (IGA) AZDES

Indirect costs: 10%

**\*Procurement Method:**

Not applicable to grant awards.

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

The goal is for unemployed adults, youth and dislocated workers to attain full-time gainful employment.

**\*Public Benefit:**

Fewer unemployed individuals in Pima County mean decreased reliance on public benefits by securing gainful employment and a more self-sufficient population.

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

Monthly and quarterly reports to the Grantor.

**\*Retroactive:**

Yes. IGA takes effect July 1, 2020. County received IGA from AZDES on July 25, 2020. After several language changes, the IGA was finalized on October 21, 2020. If the IGA is not approved, unemployed individuals in Pima County would not receive services to help them attain full-time employment.

G.M. Approved 11/2/2020 JLS

Revised 5/2020

**Contract / Award Information**

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

If Yes, 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 22-10.

**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 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: GTAW Department Code: CR Grant Number (i.e., 15-123): 21-28  
Commencement Date: 7/1/20 Termination Date: 6/30/25 Amendment Number: \_\_\_\_\_  
☐ Match Amount: \$ \_\_\_\_\_ ☒ Revenue Amount: \$ 10,704,929.00

**\*All Funding Source(s) required:** U.S. Department of Labor under the WIOA

**\*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)?**

Funds are passed through AZDES

Contact: Rise Hart

Department: Community Workforce & Development


Telephone: 724-5723

Department Director Signature/Date: \_\_\_\_\_

Deputy County Administrator Signature/Date: \_\_\_\_\_

County Administrator Signature/Date: \_\_\_\_\_

(Required for Board Agenda/Addendum Items)

<b>Intergovernmental Agreement (IGA)</b>	
Agreement No.: DI21-002286	
Description: WIOA Title 1 Employment Services	

Agreement between the Arizona Department of Economic Security ("ADES") and the Pima County ("Subawardee").

WHEREAS ADES is duly authorized to execute and administer contracts under A.R.S § 41-1954 and,

The Subawardee is duly authorized by A.R.S. §§ 11-254.04, 11-251 (5), 11-251 (17), and 11-267 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 improvement or enhancement of the economic welfare or health of the inhabitants of Pima County and/or provide needed services to disabled persons and/or persons sixty years of age or older and,

ADES and the Subawardee are authorized by A.R.S. § 11-952 et seq. to enter into agreements for joint or cooperative action to contract for the services specified in this Agreement.

The term of this Agreement shall begin on July 1, 2020 and shall end on June 30, 2025, unless otherwise amended.

THEREFORE, ADES and Subawardee (the "Parties") agree to abide by all the terms and conditions set forth in this Agreement.

BY SIGNING THIS FORM ON BEHALF OF A PARTY, THE SIGNATORY CERTIFIES POSSESSING THE AUTHORITY TO BIND THE PARTY TO THIS AGREEMENT.


FOR AND ON BEHALF OF THE ARIZONA  
DEPARTMENT OF ECONOMIC SECURITY:

FOR AND ON BEHALF OF PIMA COUNTY

Procurement Officer Signature	Ramón Valadez, Chairman Pima County Board of Supervisors
Printed Name	Date
Title	ATTEST
Date	Clerk of the Board Date
DI21-002286	APPROVED AS TO CONTENT
ADES Contract Number	Director, Community & Workforce Development
	Contract Number

IN ACCORDANCE WITH A.R.S. § 11-952, THIS AGREEMENT IS IN APPROPRIATE FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED TO EACH RESPECTIVE PUBLIC BODY.

By: \_\_\_\_\_  
Assistant Attorney General Date

By:  10/26/2020

Stacey Roseberry, Deputy County Attorney Date

# Intergovernmental Agreement (IGA)

Agreement No.: DI21-002286

Description: WIOA Title 1 Employment Services



## 1.0 ADES VISION AND MISSION STATEMENTS

- 1.1 ADES Vision: All Arizonans who qualify receive timely DES services and achieve their potential.
- 1.2 ADES Mission: The Arizona Department of Economic Security makes Arizona stronger by helping Arizonans reach their potential through temporary assistance for those in need, and care for the vulnerable.

## 2.0 PURPOSE OF AGREEMENT

- 2.1 The purpose of this agreement is to implement the requirements under the Workforce Innovation and Opportunity Act (WIOA) Titles I-A and I-B for the Local Workforce Development Area (LWDA), including activities of the Local Workforce Development Board (LWDB), Chief Elected Official(s)(CEO), and services to eligible Adults, Dislocated Workers, and Youth. These activities and services will be provided in accordance with Federal and State laws and regulations, State policies, and in alignment with the current Arizona Unified Workforce Development Plan.

## 3.0 PROGRAM ELIGIBILITY

- 3.1 Program eligibility will be conducted in accordance with the eligibility requirements of the WIOA and federal regulations on each applicant prior to the provision of services. Eligibility will include determination of family size, family income for the previous six-month period, educational status, and identification of any barriers or issues that impact attaining and/or retaining employment. Services shall comply with the WIOA as amended and applicable Federal and State regulations and State policies.

## 4.0 SERVICE DESCRIPTION

- 4.1 The Subawardee shall ensure compliance with the requirements of WIOA Titles I-A and I-B for LWDA as set out in WIOA secs.106-116 the corresponding regulations, and State policies, including implementation of the functions of the LWDB and CEO in the LWDA, including but not limited to:
  - 4.2 **Local Governance Provisions:**
    - 4.2.1 Establishment of a LWDB to carry out the functions required under WIOA, including LWDB certification, completing the requirements for developing and modifying a local plan, completing job center certification, developing a memorandum of understanding and infrastructure agreement with required partners, and procuring a one stop operator.
    - 4.2.2 Implementation of a system of continuous improvement for the one stop delivery system as required by WIOA sec. 121(g) and 101(d)(6), and State policies, based on lean principles and tools as described in the Arizona Management System.
    - 4.2.3 Compliance with all requirements for a common one-stop delivery system identifier, which in Arizona is the ARIZONA@WORK identifier, as required under WIOA sec. 121(e)(4) and 20 CFR 678.900.
    - 4.2.4 Execution of the required activities of the CEO, including appointment of the fiscal agent and members of the LWDB, and the joint functions with the LWDB as described in WIOA sec. 107(c), (d), (h), and 20 CFR 679.310, 679.420.
    - 4.2.5 Implementation of appropriate firewalls within the LWDA between required functions to prevent conflict of interest as described in 2 CFR part 200, 20 CFR 679.320, 679.370, 679.430, and policies of the Workforce Arizona Council.
    - 4.2.6 Post local area WIOA Title 1 policies to the local area website.
  - 4.3 **Adult, Dislocated Workers and Youth Programs:** The LWDB shall enter into legally binding agreements with entities to:
    - 4.3.1 Provide WIOA Title I eligible Adults, and Dislocated Workers services, as appropriate, to meet the individual's needs.
    - 4.3.2 Provide WIOA Title I eligible Youth, as appropriate, to meet the individual's needs.

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## 4.4 Rapid Response (RR)

4.4.1 If the Local Area receives a RR allocation through this subaward, the Local Area will provide RR Services in accordance with the Training and Employment Guidance Letter (TEGL) authorizing the allocation.

4.5 The expenditures for all Programs will comply with 2 CFR 200; Public Law, 113-128 of the 113<sup>th</sup> Congress described as the Workforce Innovation and Opportunity Act and Federal and State regulations and guidelines under the WIOA Title I Federal Allotments.

## 5.0 RESPONSIBILITIES

5.1 ADES and the Subawardee agree as follows:

5.2 The Subawardee shall:

5.2.1 Implement the required activities of Titles I-A and I-B, including the provision of services to eligible Adults, Dislocated Workers, and Youth throughout the designated LWDA. These activities and services will be provided in accordance with Federal and State regulations, State Policies, and the most current Local Plan. Ensure oversight and compliance with the WIOA and its regulations, applicable Federal and State Laws, rules and regulations, and State policies and procedures.

5.2.2 Meet all the timelines and criteria set out for the required LWDB and CEO activities described in WIOA Titles I-A and I-B as amended and applicable Federal and State regulations and State policies.

5.2.3 Meet all adjusted levels of performance as established by the State. Failure to meet any of the adjusted levels of performance shall result in sanctions as set out in WIOA sec. 116(g), 20 CFR 677.190, and TEGL 11-19. Failure to meet any adjusted performance measures may also result in ADES issuing a Demand for Assurance, which may require a written corrective action plan from the Subawardee.

5.2.4 Complete the requirements stated in the Demand for Assurance, including the corrective action plan, by the timeframe prescribed by ADES, failure to complete shall result in the immediate suspension of the Subawardee(s) authority to receive payment under this Agreement. Such authority shall not be reinstated until the Subawardee submits, and ADES approves, a revised corrective action plan or submits documentation to show that the issues identified in the Demand for Assurance have been addressed.

5.2.5 Comply with the approved Demand for Assurance response. If not in compliance, ADES will proceed with remedies as authorized under this agreement up to and including sanctions.

5.2.6 Be held responsible for meeting performance measures. If the Subawardee fails the same performance measure in two consecutive years, The State of Arizona may implement corrective actions as delineated in WIOA sec. 107(c)(2)(c), WIOA sec. 184, 20CFR 677.220 and 20 CFR 683.720.

5.2.7 Send a written notice in accordance with the "Notices Section" of this Agreement, if the Subawardee wishes to transfer funds in accordance with the ADES Policy and Procedure Manual – Workforce Innovation and Opportunity Act, section 400.


5.2.8 The Subawardee shall give written notice in accordance with the "Notices Section" of this Agreement, if the Subawardee wishes to shift Administrative funds to Program funds, however, the shift must be within the same funding source. The Subawardee must provide justification for the change and ADES must approve the change. Any such increase must be offset by an equal value decrease within the same funding source. A written amendment shall not be required to effect these changes, however, any change to the service reimbursement ceiling shall be reflected in an agreement amendment.

## 6.0 EXTENSION

This agreement may be extended through a written amendment by mutual agreement of the parties.

## 7.0 TERMINATION

7.1 This agreement may be terminated by mutual agreement of the parties at any time during the term of this agreement.

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7.2 Each party shall have the right to terminate this agreement by hand-delivering to the other party written notice of termination at least thirty (30) days prior to the effective date of said termination.

## 8.0 AMENDMENTS

8.1 This Agreement may be amended at any time by mutual written agreement. No agent, employee or other representative of either Party is empowered to alter any of the terms of the Agreement, unless amended in writing and signed by the authorized representative of the respective Parties.

8.2 Either party shall give written notice to the other party of any non-material alteration that affects the provisions of this Agreement. Non-material alterations that do not require a written amendment are as follows:

8.2.1 Change of telephone number;

8.2.2 Change in authorized signatory; and/or

8.2.3 Change in the name and/or address of the person to whom notices are to be sent.

## 9.0 MANNER OF FINANCING

9.1 WIOA Title I Catalog of Federal Domestic Assistance (CFDA) #17.258 (Adult): CFDA #17.278 (Dislocated Worker): CFDA #17.259 (Youth). Funding is authorized by a U.S. Department of Labor "Notice of Award" for each Program Year identified on the Notice of Award.

## 9.2 Period of Availability for Expenditure of WIOA Title I Funds

9.2.1 The Subawardee agrees that pursuant to 20 CFR 683.110, funds allocated by a State to a LWDA under subpart- A sections 128(b) and 133(b), for any Program year are available for expenditure only during that program year and the succeeding program year. Funds that are not expended by a LWDA in the two-year period described in paragraph (b) (1) of section 128 (b) and 133(b) of the Workforce Innovation and Opportunity Act shall be returned to the State. Funds so returned are available for expenditure by State and local recipients and sub recipients only during the third program year of availability. These funds may be used for statewide projects or distributed to other LWDA's, which had fully expended their allocation of funds for the same program year within the two-year period.

9.2.2 The period of availability for funds allocated under this Contract is identified in Attachment B, Allocation by Program & Fiscal Year. Reimbursement shall not exceed the allocations identified in Attachment B.

9.2.3 All final expenditure reports and cash draw requests for the Local Area Formula Funds shall be submitted per Attachment B. No extensions shall be granted to the requirement to submit the final expenditure and cash draw requests.

## 9.3 Rescission of Funds

If the Federal Funding Source informs the State that it is rescinding funding from the State and where the State must in turn rescind from a Subawardee(s) who may hold one or more agreements for services funded under the specified Federal Funding Source, the State may take action in the following sequence:

9.3.1 Rescind the required amount of funds from unexpended funds to the designated previous period(s) of time.

9.3.2 Rescind the required amount of funds from unexpended funds to the designated current period(s) of time.

9.3.3 Decrease the required amount of funds from funds from a designated future period(s) of time.

## 10.0 REPORTING REQUIREMENTS

10.1 Per Attachment B, the Subawardee shall submit to ADES a final financial closeout packet.

10.2 Unless otherwise provided in this agreement, reporting shall adhere to the following schedule: No later than the 30th day following each month in which services were provided during the contract term, the Subawardee shall submit financial reports to ADES in the form set forth within the contract.

10.3 Submit ETA 9130 Quarterly Report within thirty (30) days after the end of the quarter.

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10.4 Failure to submit accurate and complete reports by the 30th day following the end of a month may result, at the option of ADES, in retention of payment. Failure to provide such report within 30 days following the end of a month may result, at the option of ADES, in a forfeiture of such payment.

10.5 The Subawardee shall provide ADES the following reports:

10.5.1 Subawardee Monthly Expenditure and Cash Draw Reports and Detailed Expenditure Breakdown. This is the only format that will be accepted for reporting accrued expenditures.

10.5.2 ETA 9130 Quarterly Reports.

10.5.3 An annual self-assessment to be completed by the LWDB (Attachment C).

10.5.4 Any other reports requested by the Workforce Arizona Council or ADES.

10.5.5 All reports are available from the contact information located in 10.6.

10.6 All Reports shall be sent to:

WIOAFiscalReports@azdes.gov

## 11.0 PAYMENT REQUIREMENTS

11.1 Subawardee Monthly Expenditure and Cash Draw Reports and Detailed Expenditure Breakdown shall be submitted by the 30th day of the month following the month services were provided.

## 12.0 NOTICES

12.1 All notices to the Subawardee regarding this agreement shall be sent to the following address:

PIMA COUNTY  
ATTN: Arnold Palacios  
2797 E Ajo Way  
Tucson, AZ 85713  
[Arnold.Palacios@pima.gov](mailto:Arnold.Palacios@pima.gov)

12.2 All notices to ADES regarding this agreement shall be sent to the following address:

Arizona Department of Economic Security  
ATTN: WIOA Fiscal Unit  
Mail Drop: 51F1  
1789 W. Jefferson Street  
Phoenix, AZ 85007  
Phone (602) 542-2474


## 13.0 DISPOSITION OF PROPERTY

### 13.1 Transfer/Surplus of Equipment with a Property Value less than \$5,000

Items of equipment with a current per unit fair market value of less than \$5,000 may be retained, sold or otherwise disposed of with no further obligation to the Federal awarding agency. If property is deemed worthless, documentation must be provided to establish this fact. Property may not be donated to another agency unless it is worthless. An appraiser may establish value. The Equipment Transfer/Surplus Request (J-320) disposition record must be kept for any transaction in accordance with EA/WIOA Section record retention requirements and WIOA Inventory Equipment Database or other internal inventory system annotated accordingly. The Subawardee and/or service provider may sell the property and retain the proceeds for use in WIOA programs or allocated in accordance with terms of LWDA cost sharing agreement.

### 13.2 Calculation of "Fair Market Value"

The selling price of an item that is sold through auction, advertisement, or a dealer is the fair market value of the item regardless of any prior estimates. An item that is not sold but retained by the Subawardee

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and/or service provider has a fair market value based on similar items that are offered for sale, using the selling price if known.

### 13.3 **Property Records Retention**

All property records must be maintained from date of acquisition, through final disposition. The Subawardee and/or service providers must also retain these records for a period of five (5) years from the date of their last expenditure report. If any litigation, claim, negotiation, or audit is started before the expiration of the five (5) year period, all records related to this agreement must be retained until all findings have been resolved and final action taken or until the end of the regular five (5) year period, whichever is later.

### 13.4 **Inventory Records**

The Subawardee and/or service providers must maintain accurate inventory records of expendable leased/purchased (value \$2,000.00 to \$4,999.99), and non-expendable leased/purchased equipment \$5,000 or more with WIOA funds. Property records must include:

1. Asset Number
2. Item Description
3. Manufacturer
4. Serial Number
5. Acquisition Date
6. Physical Location
7. Total Item Cost.

The Subawardee and service providers are required to submit an inventory report for all property leased/purchased with WIOA Title I funds costing more than \$2,000.00 to the WIOA Section, Fiscal Manager by August 1 of each year.

### 13.5 **Prior Approval Equipment with a Property Value \$5,000 or More**

Before allocating WIOA funds for any non-expendable tangible property purchase (including software purchases) with a "per unit" cost of \$5,000 or more, or total purchase cost exceeds \$10,000, the Subawardee and/or service provider must complete a "WIOA Pre-Approval of Equipment & Vehicles \$5,000 or More Questionnaire" form that must be signed by the Subawardee Director or Designee.

- 13.5.1 The signed form must be forwarded to the WIOA Section Finance Manager for review, approval or disapproval action.
- 13.5.2 When an approval decision is rendered, the WIOA Section Finance Manager will return the signed questionnaire to the Subawardee Director or Designee. Upon receipt of the signed and approved questionnaire, the Subawardee can proceed to purchase the equipment or property.
- 13.5.3 When a decline decision is rendered, the WIOA Section Finance Manager will specify the reason for disapproval and return the signed questionnaire to the LWDA Director. The LWDA may appeal this decision to the WIOA Section Finance Manager.

## 14.0 **MONITORING**

- 14.1 ADES will monitor the Subawardee and /or Subawardee(s) who shall cooperate in the monitoring of services delivered; facilities; records maintained and fiscal practice. The Subawardee must conduct regular oversight and monitoring of its WIOA activities and those of its sub-recipients in accordance with 20 CFR 683.410 and in accordance with the uniform administrative requirements at 29 CFR parts 95 and 97. If monitoring findings stay open beyond a twelve (12) month period and/or the scheduled monitoring is not able to occur due to LWDA lack of response or cancellations, the department may withhold funding until the issues are resolved in line with state issued rule and/or policy .



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## 15.0 APPLICABLE LAW

15.1 This agreement shall be governed and interpreted by the laws of the State of Arizona. The materials and services supplied under this agreement shall comply with all applicable Federal, State and local laws, and the Subawardee shall maintain all applicable licenses and permit requirements.

## 16.0 ARBITRATION

16.1 The Parties to this agreement agree to resolve all disputes arising out of or relating to this agreement through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. §§ 12-1518(B) and 12-133, except as may be required by other applicable statutes.

## 17.0 AUDIT

All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Subawardee shall produce the original of any or all such records. Records retention shall be in accordance with WIOA Grant requirements; this requirement is in addition to any other record retention obligations the Subawardee may have under any other law.

## 18.0 CONFLICT OF INTEREST

18.1 In accordance with A.R.S. § 38-511, the either party may within three (3) years after execution terminate the agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the agreement on behalf of either party, at any time while the agreement is in effect, becomes an employee or agent of any other party to the agreement in any capacity or a consultant to any other party to the agreement with respect to the matter of the agreement.

## 19.0 E-VERIFY

19.1 In accordance with A.R.S. § 41-4401, Subawardee warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with A.R.S. § 23-214, Subsection A.

## 20.0 FEDERAL IMMIGRATION AND NATIONALITY ACT

20.1 By entering into the agreement, the Subawardee warrants compliance with the Federal Immigration and Nationality Act. (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees. The Subawardee shall obtain statements from its sub awardees certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the agreement. The Subawardee and its sub awardees shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act, for all employees performing work under the Agreement. I-9 forms are available for download at USCIS.GOV.

20.2 The State may request verification of compliance for any Subawardee or Subcontractor performing work under the agreement. Should the State suspect or find that the Subawardee or any of its Subawardee(s) are not in compliance, the State may pursue any and all remedies allowed by law, including, but not limited to suspension of work, termination of the agreement for default, and suspension and/or debarment of the Subawardee. All costs necessary to verify compliance are the responsibility of the Subawardee.

## 21.0 INDEMNIFICATION:

Each party (as "Indemnitor") agrees to defend, indemnify, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. The State of Arizona, Department of Economic Security and Subawardee are self-insured per applicable law.

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In addition, should Subawardee utilize a Subawardee(s) or subcontractor(s) the indemnification clause between Subawardee and its Subawardee(s) and/or Subcontractor(s) shall include the following:

To the fullest extent permitted by law, [SUBCONTRACTOR OR SUBAWARDEE] shall defend, indemnify, and hold harmless the Sub-Awardee and the State of Arizona, and any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and its departments, agencies, boards, commissions, universities, , officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the [SUBCONTRACTOR OR SUBAWARDEE] or any of the directors, officers, agents, or employees or [SUBCONTRACTOR OR SUBAWARDEE]s of such [SUBCONTRACTOR OR SUBAWARDEE]. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such [SUBCONTRACTOR OR SUBAWARDEE] to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by such [SUBCONTRACTOR OR SUBAWARDEE] from and against any and all claims. It is agreed that such [SUBCONTRACTOR OR SUBAWARDEE] will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. Additionally on all applicable insurance policies, [SUBCONTRACTOR OR SUBAWARDEE] and its [SUBCONTRACTOR OR SUBAWARDEE]s shall name the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as an additional insured and also include a waiver of subrogation in favor of the State.

## 21.1 Insurance Requirements for Governmental Parties to an IGA

- None

## 21.2 Insurance Requirements for Any SUBCONTRACTOR OR SUBAWARDEE(s) Used by a Party to the Intergovernmental Agreement

*(Note: this applies only to SUBCONTRACTOR OR SUBAWARDEE(s) used by a governmental entity, not to the governmental entity itself.)* The insurance requirements herein are minimum requirements and in no way limit the indemnity covenants contained in the Intergovernmental Agreement. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the governmental entity or [SUBCONTRACTOR OR SUBAWARDEE] from liabilities that might arise out of the performance of the work under this Contract by the [SUBCONTRACTOR OR SUBAWARDEE], his agents, representatives, employees or [SUBCONTRACTOR OR SUBAWARDEE]s, and [SUBCONTRACTOR OR SUBAWARDEE] and the governmental entity are free to purchase additional insurance.

## 21.3 Minimum Scope and Limits Of Insurance

[SUBCONTRACTOR OR SUBAWARDEE] shall provide coverage with limits of liability not less than those stated below.

### 21.3.1 Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage, and broad form contractual liability coverage.

• General Aggregate	\$2,000,000
• Products – Completed Operations Aggregate	\$1,000,000
• Personal and Advertising Injury	\$1,000,000
• Damage to Rented Premises	\$ 50,000
• Each Occurrence	\$1,000,000

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- a. The policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the [SUBCONTRACTOR OR SUBAWARDEE].
- b. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the [SUBCONTRACTOR OR SUBAWARDEE].

*(Note that the other governmental entity(ies) is/are also required to be additional insured(s) and they should supply the [SUBCONTRACTOR OR SUBAWARDEE] with their own list of persons to be insured.)*

## 21.3.2 Business Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and/or non-owned automobiles used in the performance of this Contract.

- Combined Single Limit (CSL) \$1,000,000
  - a. Policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by, or on behalf of, the [SUBCONTRACTOR OR SUBAWARDEE] involving automobiles owned, hired and/or non-owned by the Subawardee.
  - b. Policy shall contain a waiver of subrogation endorsement as required by this written agreement in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the [SUBCONTRACTOR OR SUBAWARDEE].


*(Note that the other governmental entity(ies) is/are also required to be additional insured(s) and they should supply the [SUBCONTRACTOR OR SUBAWARDEE] with their own list of persons to be insured.)*

## 21.3.3 Workers' Compensation and Employers' Liability

- Workers' Compensation Statutory
- Employers' Liability
  - Each Accident \$1,000,000
  - Disease – Each Employee \$1,000,000
  - Disease – Policy Limit \$1,000,000
- a. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Subawardee.
- b. This requirement shall not apply to each Subawardee or Subawardee that is exempt under A.R.S. § 23-901, and when such Subawardee or Subawardee executes the appropriate waiver form (Sole Proprietor or Independent Subawardee).

## 21.4 Additional Insurance Requirements

The policies shall include, or be endorsed to include, as required by this written agreement, the following provisions:

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Description: WIOA Title 1 Employment Services	

21.4.1 The Subawardee(s) policies, as applicable, shall stipulate that the insurance afforded the Subawardee shall be primary and that any insurance carried by ADES, its agents, officials, employees or the State of Arizona shall be excess and not contributory insurance, as provided by A.R.S. § 41-621 (E).

21.4.2 Insurance provided by the Subawardee shall not limit the Subawardee(s) liability assumed under the indemnification provisions of this Contract.

**21.5 Notice of Cancellation**

Applicable to all insurance policies required within the Insurance Requirements of this Contract, Subawardee(s) insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without thirty (30) days prior written notice to the State of Arizona. Within two (2) business days of receipt, Subawardee must provide notice to the State of Arizona if they receive notice of a policy that has been or will be suspended, canceled, materially changed for any reason, has expired, or will be expiring. Such notice shall be sent directly to ADES and shall be mailed, emailed, hand delivered or sent by facsimile transmission to (State Representative's Name, Address & Fax Number).

**21.6 Acceptability of Insurers**

Subawardee(s) insurance shall be placed with companies licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Subawardee from potential insurer insolvency.

**21.7 Verification of Coverage**

Subawardee shall furnish the State of Arizona with certificates of insurance (valid ACORD form or equivalent approved by the State of Arizona) evidencing that Subawardee has the insurance as required by this Contract. An authorized representative of the insurer shall sign the certificates.

21.7.1 All such certificates of insurance and policy endorsements must be received by the State before work commences. The State's receipt of any certificates of insurance or policy endorsements that do not comply with this written agreement shall not waive or otherwise affect the requirements of this agreement.

21.7.2 Each insurance policy required by this Contract must be in effect at, or prior to, commencement of work under this Contract. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

21.7.3 All certificates required by this Contract shall be sent directly to ADES. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete copies of all insurance policies required by this Contract at any time.

**21.8 Subawardees**

Subawardee(s) certificate(s) shall include all sub awardees as insureds under its policies or Subawardee shall be responsible for ensuring and/or verifying that all sub awardees have valid and collectable insurance as evidenced by the certificates of insurance and endorsements for each Subawardee. All coverages for sub awardees shall be subject to the minimum Insurance Requirements identified above. ADES reserves the right to require, at any time throughout the life of the Contract, proof from the Subawardee that its sub awardees have the required coverage.

**21.9 Approval and Modifications**

The Contracting Agency, in consultation with State Risk, reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of this contract, as deemed necessary. Such action will not require a formal Contract amendment but may be made by administrative action.

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## 21.10 Exceptions

In the event the Subawardee or Subawardee(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a certificate of self-insurance. If the Subawardee or Subawardee(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

## 22.0 IT 508 COMPLIANCE

22.1 Unless specifically authorized in the agreement, any electronic or information technology offered to the State of Arizona under this agreement shall comply with A.R.S. §§ 18-131 and 18-132 and Section 508 of the Rehabilitation Act of 1973, which requires that employees and members of the public shall have access to and use of information technology that is comparable to the access and use by employees and members of the public who are not individuals with disabilities.

## 23.0 NON-AVAILABILITY OF FUNDS

23.1 In accordance with A.R.S. § 35-154, every payment obligation of the State under the agreement is conditioned upon the availability of funds appropriated or allocated for payment of such obligation. If funds are not allocated and available for the continuance of this agreement, this agreement may be terminated by the State at the end of the period for which funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

## 24.0 NON-DISCRIMINATION

24.1 The Subawardee shall comply with State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.

## 25.0 OFFSHORE PERFORMANCE OF WORK PROHIBITED

25.1 Due to security and identity protection concerns, direct services under this agreement shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the agreement. This provision applies to work performed by sub awardees at all tiers.

## 26.0 PARTICIPATION IN BOYCOTT OF ISRAEL

26.1 Subawardee warrants it is not engaged in a boycott of Israel as required under A.R.S. §35-393.01.

## 27.0 RIGHT OF OFFSET

27.1 ADES shall be entitled to offset against any sums due the Subawardee, any expenses or costs incurred by ADES, or damages assessed by ADES concerning the Subawardee(s) non-conforming performance or failure to perform the agreement, including expenses, costs and damages.

## 28.0 THIRD- PARTY ANTITRUST VIOLATIONS

28.1 The Subawardee assigns to ADES any claim for overcharges resulting from antitrust violations concerning materials or services supplied by third parties to the Subawardee, toward fulfillment of this agreement.

## 29.0 ATTACHMENTS

29.1 The following list of attachments constitutes an integral part of subject agreement:

29.1.1 Attachment A – Federal Award Terms

29.1.2 Attachment B – WIOA Allocation by Program and Fiscal Year

29.1.3 Attachment C – LWDB Self-Assessment Survey

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### 30.0 SANCTIONS AND CORRECTIVE ACTIONS

30.1 ADES may issue Demand for Assurance notices to the Subawardee for failure to comply with any of the conditions, requirements or clauses contained in this agreement. This Demand for Assurance shall include the citation from the agreement that ADES requires the Subawardee to remedy, the required time frame for a response from the Subawardee, what required documents shall be sent with the response and to whom the response shall be sent. Failure to comply with the requirements set forth in the Demand for Assurance, and any corrective action agreed to by ADES, may result in the actions outlined in Section 30.2.1 and 30.2.2

30.2 Pursuant to 20 CFR 683.720 and TEGL 11-19, ADES may impose sanctions and corrective actions on recipients and sub recipients of WIOA grant funds as follows:

1. Except for actions under WIOA section 188(a) ADES uses the initial and final determination procedures outlined in 20 CFR 683.440 to impose a sanction or corrective action. To impose a sanction or corrective action for a violation of WIOA section 188(a) ADES will use the procedures set forth in that regulatory part.
2. ADES may impose sanctions or corrective action for noncompliance with the uniform administrative requirements set forth under section 184(b) (1) and 20 CFR 683.700 and 683.720. Sanctions or corrective action will be applied for substantial violations of WIOA statutory and regulatory requirements, if the Governor fails to promptly take the actions specified in WIOA sections 184(b)(1), the Grant Officer may impose such actions directly against the Subawardee. The Grant Officer may also impose a sanction directly against a sub recipient, as authorized in section 184(d) (3) of the Act.

### 31.0 CONFIDENTIALITY

31.1 The Subawardee shall observe and abide by all applicable State and federal statutes, rules and regulations regarding the use or disclosure of information including, but not limited to, information concerning applicants for and recipients of WIOA services. To the extent permitted by law, the Subawardee shall release information to ADES and to the Attorney General's Office as required by the terms of this agreement, by law or upon their request.

31.2 The Subawardee shall comply with the requirements of Arizona Address Confidentiality Program, A.R.S. § 41-161 et. seq. ADES will advise the Subawardee as to applicable policies and procedures ADES has adopted for such compliance.

### 32.0 FINGERPRINTING

32.1 Subawardee shall comply with, and shall ensure that all of Subawardee(s) employees, independent sub awardees, sub awardees, volunteers and other agents comply with, all applicable (current and future) legal requirements relating to fingerprinting, fingerprint clearance cards, certifications regarding pending or past criminal matters, and criminal records checks that relate to contract performance.

32.2 Applicable legal requirements relating to fingerprinting, certification, and criminal background checks may include, but are not limited, to the following: A.R.S. §§ 36-594.01, 36-3008, 41-1964, and 46-141. All applicable legal requirements relating to fingerprinting, fingerprint clearance cards, certifications regarding pending or past criminal matters, and criminal records checks are hereby incorporated in their entirety as provisions of this Agreement. The Subawardee is responsible for knowing which legal requirements relating to fingerprinting, fingerprint clearance cards, certifications regarding pending or past criminal matters, and criminal records checks relate to contract performance.

32.3 To the extent A.R.S. § 46-141 is applicable to contract performance or the services provided under this agreement, the following provisions apply:

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- 32.3.1 Personnel who are employed by the Subawardee, whether paid or not, and who are required or allowed to provide services directly to juveniles or vulnerable adults shall have a valid fingerprint clearance card or shall apply for a fingerprint clearance card within seven working days of employment.
- 32.3.2 Except as provided in A.R.S. § 46-141, this agreement may be cancelled or terminated immediately if a person employed by the Subawardee and who has contact with juveniles certifies pursuant to the provisions of A.R.S. § 46-141 (as may be amended) that the person is awaiting trial or has been convicted of any of the offenses listed therein in this State, or of acts committed in another state that would be offenses in this State, or if the person does not possess or is denied issuance of a valid fingerprint clearance card.
- 32.4 Federally recognized Indian tribes may submit and ADES will accept certifications that state that no personnel who are employed or who will be employed during the term of this agreement have been convicted of, have admitted committing or are awaiting trial on any offense as described in A.R.S. § 41-1758.03 (as may be amended).
- 33.0 BACKGROUND CHECKS FOR EMPLOYMENT THROUGH THE CENTRAL REGISTRY** If providing direct services to children or vulnerable adults, the following shall apply:
- 33.1 The provisions of A.R.S. § 8-804 (as may be amended) are hereby incorporated in its entirety as provisions of this agreement.
- 33.2 ADES will conduct Central Registry Background Checks and will use the information contained in the Central Registry as a factor to determine qualifications for positions that provide direct service to children or vulnerable adults for:
- 32.1.1 Any person who applies for a contract with this State and that person's employees.
- 32.1.2 All employees of a Subawardee.
- 32.1.3 A Subawardee of a Subawardee and the Subawardee(s) employees; and
- 32.1.4 Prospective employees of the Subawardee or Subawardee at the request of the prospective employer.
- 33.3 Volunteers who provide direct services to children or vulnerable adults shall have a Central Registry Background Check which is to be used as a factor to determine qualifications for volunteer positions.
- 33.4 A person who is disqualified because of a Central Registry Background Check may apply to the Board of Fingerprinting for a Central Registry exception pursuant to A.R.S. § 41-619.57. A person who is granted a Central Registry exception pursuant to A.R.S. § 41-619.57 is not entitled to a contract, employment, licensure, certification or other benefit because the person has been granted a Central Registry exception.
- 33.5 Before being employed or volunteering in a position that provides direct services to children or vulnerable adults, persons shall certify on forms that are provided by ADES whether an allegation of abuse or neglect was made against them and was substantiated. The completed forms are to be maintained as confidential.
- 33.6 A person awaiting receipt of the Central Registry Background Check may provide direct services to ADES clients after completion and submittal of the Direct Service Position certification form if the certification states:
- 33.6.1 The person is not currently the subject of an investigation of child abuse or neglect in Arizona or another state or jurisdiction; and
- 33.6.2 The person has not been the subject of an investigation of child abuse or neglect in Arizona, or another state or jurisdiction, which resulted in a substantiated finding.
- 33.7 If the Central Registry Background Check specifies any disqualifying act and the person does not have a Central Registry exception, the person shall be prohibited from providing direct services to ADES clients.
- 33.8 The Subawardee shall maintain the Central Registry Background Check results and any related forms or documents in a confidential file for five (5) years after termination of the Agreement.

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### 34.0 DATA SHARING AGREEMENT

34.1 When determined by ADES that sharing of confidential data will occur with the Subawardee, the Subawardee shall complete ADES Data Sharing Request agreement and submit the completed agreement to ADES Program Designated Staff prior to any work commencing or data shared. A separate Data Sharing Request agreement shall be required between the Subawardee and each ADES Program sharing confidential data.

### 35.0 CERTIFICATION REGARDING LOBBYING

The Subawardee certifies, to the best of its knowledge and belief, that:

35.1 No Federal appropriated funds have been paid or will be paid, by or on behalf of the Subawardee, to any person for influencing or attempting to influence an officer or employee of any agency. This applies to a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant. Including the making of any Federal, loan the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

35.2 If any funds other than Federal appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

35.3 The Subawardee shall require that the language of this certification be included in the award documents for all sub- awards at all tiers (including subcontracts, sub-grants, and contract under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

35.4 This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

### 36.0 COPYRIGHTS AND OWNERSHIP OF INTELLECTUAL PROPERTY

Any and all intellectual property, including but not limited to copyright, invention, trademark, trade name, service mark, and/or trade secrets created or conceived pursuant to or as a result of this contract and any related subcontract ("Intellectual Property"), shall be work made for hire and the State shall be considered the creator of such Intellectual Property. The agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract shall own (for and on behalf of the State) the entire right, title and interest to the Intellectual Property throughout the world. Subawardee shall notify ADES, within thirty (30) days, of the creation of any Intellectual Property by it or its Subawardee(s). Subawardee, on behalf of itself and any Subawardee(s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the State and shall take no affirmative action that might have the effect of vesting all or part of the Intellectual Property in any entity other than ADES. The Subawardee or its sub awardees are not to dispose or distribute any Intellectual Property without the express written authorization of ADES, division, board or commission of the State of Arizona requesting the issuance of this contract shall not disclose the Intellectual Property.

### 37.0 CLEAN AIR ACT & CLEAN WATER ACT

As the Subawardee you must be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C.1857(h), section 508 of the Clean Water Act (33 U.S.C. 1368) Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).



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### 38.0 ENERGY POLICY AND CONSERVATION ACT

As the Subawardee, you must adhere to the standards and policies relating to energy efficiency, which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

### 39.0 COPELAND "ANTI-KICKBACK" ACT

As the Subawardee to this agreement, you are expected to comply with the Copeland "Anti-Kickback" Act (18 U.S.C. § 874) as supplemented in the Department of Labor regulations (29 CFR part 3). This regulation applies to all contracts and sub grants for construction or repair.

### 40.0 DEBT COLLECTION AND AUDIT RESOLUTION

As the Subawardee to this agreement, you must comply with P.L. 113-128 Sections 128, 133, and 184; 20 CFR Part 652, Subpart D,E and G; 20 CFR Part 683Subparts D,F,G,H; 29 CFR Parts 95, 96, 97, and 99; Uniform Guidance at 2 CFR 200. As the Subawardee to this agreement, you must comply with 2 CFR 200 and all subparts. As the Subawardee to this agreement, you are required to adhere to Federal Acquisition Regulation 97-03 Part 31; ADES Policies 1-47-01 and 1-47-08.

40.1 Among the required controls specified in 20 CFR 683.750 is the process for collecting debts. 20 CFR 683.410 states it is the responsibility of the Subawardee, sub-grantee, sub-recipient and/or service provider to conduct regular oversight and monitoring of its WIOA activities to determine whether expenditures made against the cost categories are within the cost limitations specified in WIOA laws and regulations. 20 CFR 683.710 states that:

- (a) The Subawardee is responsible for all funds under its grant(s):
- (b) The political jurisdiction(s) of the chief elected official(s) in a Local Workforce Development Area is liable for any misuse of the WIOA grant funds allocated to the local area under WIOA sections 128 and 133, unless the chief elected official(s) reaches an agreement with the Governor to bear such liability. The Arizona Department of Economic Security (ADES) holds all direct recipients (sub awardees) liable for all expenditures of funds.

### 41.0 RIGHT TO ASSURANCE

If ADES in good faith has reason to believe that the Subawardee does not intend to or is unable to perform or continue performing under this contract, the Procurement Officer may demand in writing that the Subawardee give a written assurance of intent to perform. Failure by the Subawardee to provide written assurance within the number of "Days" specified in the demand may, at ADES's option be the basis for terminating the contract under the rights and remedies available by law or provided by this contract.


### 42.0 REVIEW

This agreement shall be reviewed at any time at the written request of either party.

### 43.0 DEBARMENT AND SUSPENSION

43.1 Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

43.2 ADES may, by written notice to the Subawardee, immediately terminate this Contract if ADES determines that the Subawardee has been debarred, suspended, or otherwise lawfully prohibited from participating in

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any public procurement activity, including but not limited to, being disapproved as a Subawardee of any public procurement unit or other governmental body. If the Subawardee becomes suspended or debarred, the Subawardee shall immediately notify ADES. sub awardees must not make any award or permit any award (sub-recipient or vendor) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive order 12549 and 12689.

- 43.3 The Subawardee certifies to the best of its knowledge and belief, that it and its sub-recipients:
- 43.3.1 Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency.
  - 43.3.2 Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - 43.3.3 Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - 43.3.4 Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause of default.

**Attachment B - WIA Allocation by Program and Fiscal Year**

**Vendor Name: Pima County**

**Contract #: DI21-002286**

<b>PY/FY</b>	<b>Year</b>	<b>Program</b>	<b>Amount</b>	<b>Begin Date</b>	<b>End Date</b>	<b>Final Expenditure / Cash Report Submission Date</b>
PY	2020	AD Admin	\$ 53,147	07/01/20	06/30/22	August 15, 2022
PY	2020	YT Admin	\$ 316,768	04/01/20	06/30/22	August 15, 2022
PY	2020	DW Admin	\$ 79,503	07/01/20	06/30/22	August 15, 2022
FY	2021	AD Admin	\$ 265,205	10/01/20	06/30/22	August 15, 2022
FY	2021	DW Admin	\$ 355,869	10/01/20	06/30/22	August 15, 2022
PY	2020	Youth	\$ 2,850,916	04/01/20	06/30/22	August 15, 2022
PY	2020	Adult	\$ 478,322	07/01/20	06/30/22	August 15, 2022
FY	2021	Adult	\$ 2,386,849	10/01/20	06/30/22	August 15, 2022
PY	2020	DW	\$ 715,529	07/01/20	06/30/22	August 15, 2022
FY	2021	DW	\$ 3,202,821	10/01/20	06/30/22	August 15, 2022
PY	2020	RR	\$ -	07/01/20	06/30/22	August 15, 2022
FY	2021	RR	\$ -	10/01/20	06/30/22	August 15, 2022
<b>TOTAL</b>			<b>\$ 10,704,929</b>			

Funding provided by U.S Department of Labor

**Note : The final close out packet for the PY20/FY21 allocation is due to DES on or before 8/01/2023**

**Local Workforce Development Board (LWDB) Survey  
Annual Self Assessment**

<b>Local Workforce Development Board Staff</b>  Name: [ENTER HERE] Position: [ENTER HERE] Address: [ENTER HERE] Phone: [ENTER HERE] Email: [ENTER HERE]	<b>Local Workforce Development Board Chair</b>  Name: [ENTER HERE] Position: [ENTER HERE] Address: [ENTER HERE] Phone: [ENTER HERE] Email: [ENTER HERE]	<b>Chief Elected Official</b>  Name: [ENTER HERE] Position: [ENTER HERE] Address: [ENTER HERE] Phone: [ENTER HERE] Email: [ENTER HERE]	<b>Fiscal Agent</b>  Name: [ENTER HERE] Position: [ENTER HERE] Address: [ENTER HERE] Phone: [ENTER HERE] Email: [ENTER HERE]
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Type	General Questions	Response		
Organization	How many staff does your board have?			
	How many local offices does your local development area have?			
	How many ARIZONA@WORK Job Centers does your LWDA have?			
	About how many staff do your service providers employ? <i>(this can be an estimate)</i>			
Integration	Rate level of integration between WIOA Title I-B and WIOA Title II - Adult Education (1 is low, 5 is high)			
	Rate level of integration between WIOA Title I-B and WIOA Title III - Wagner Peyser (1 is low, 5 is high)			
	Rate level of integration between WIOA Title I-B and WIOA Title IV - Vocational Rehabilitation (1 is low, 5 is high)			
	Rate level of integration between WIOA Title I-B and JVSJ (1 is low, 5 is high)			
	Rate level of integration between WIOA Title I-B and Unemployment Insurance (1 is low, 5 is high)			
	Rate level of integration between WIOA Title I-B and TANF Jobs (1 is low, 5 is high)			
	Rate level of integration between WIOA Title I and Supplemental Nutrition Assistance Employment and Training (1 is low, 5 is high)			
	Rate level of integration between WIOA Title I-B and Migrant Seasonal Farmworker (1 is low, 5 is high)			
IT Systems	How many different IT systems are used to fulfill the requirements of WIOA?			
	Do you use any other case management system besides Arizona Job connection (AJC)?			
Key Providers	Who is your service provider for WIOA Title I-B - Youth Work Investment Activities?			
	Who are your providers of career services?			
	Who are your providers of training services?			
Reference	<b>DOL Required LWDB Functions</b>		<b>Action Currently Being fulfilled? (Yes or No)</b>	<b>Would you like Technical Assistance? (Yes or No)</b>
	679.370(a); 679.550	Develop and submit a 4-year local plan for the local area, in partnership with the CEO;		
	679.370(b)	If the local area is part of a planning region that includes other local areas, develop and submit a regional plan in collaboration with other local areas. If the local area is part of a planning region, the local plan must be submitted as a part of the regional plan;		
	679.370(c)	Conduct workforce research and regional labor market analysis to include:		
	(1)	Analyses and regular updates of economic conditions, needed knowledge and skills, workforce, and workforce development (including education and training) activities to include an analysis of the strengths and weaknesses (including the capacity to provide) of such services to address the identified education and skill needs of the workforce and the employment needs of employers;		
	(2)	Assistance to the Governor in developing the statewide workforce and labor market information system under the Wagner-Peyser Act for the region; and		
	(3)	Other research, data collection, and analysis related to the workforce needs of the regional economy as the WDB, after receiving input from a wide array of stakeholders, determines to be necessary to carry out its functions;		
	679.370(d)	Convene local workforce development system stakeholders to assist in the development of the local plan under § 679.550 and in identifying non-Federal expertise and resources to leverage support for workforce development activities. Such stakeholders may assist the LWDB and standing committees in carrying out convening, brokering, and leveraging functions at the direction of the LWDB;		
	679.370(e)	Lead efforts to engage with a diverse range of employers and other entities in the region in order to:		
	(1)	Promote business representation (particularly representatives with optimum policy-making or hiring authority from employers whose employment opportunities reflect existing and emerging employment opportunities in the region) on the LWDB;		
	(2)	Develop effective linkages (including the use of intermediaries) with employers in the region to support employer utilization of the local workforce development system and to support local workforce investment activities;		
	(3)	Ensure that workforce investment activities meet the needs of employers and support economic growth in the region by enhancing communication, coordination, and collaboration among employers, economic development entities, and service providers; and		

	(4) Develop and implement proven or promising strategies for meeting the employment and skill needs of workers and employers (such as the establishment of industry and sector partnerships), that provide the skilled workforce needed by employers in the region, and that expand employment and career advancement opportunities for workforce development system participants in in-demand industry sectors or occupations;		
679.370(f)	With representatives of secondary and postsecondary education programs, lead efforts to develop and implement career pathways within the local area by aligning the employment, training, education, and supportive services that are needed by adults and youth, particularly individuals with barriers to employment;		
679.370(g)	Lead efforts in the local area to identify and promote proven and promising strategies and initiatives for meeting the needs of employers, workers and job seekers, and		
679.370(h)	Develop strategies for using technology to maximize the accessibility and effectiveness of the local workforce development system for employers, and workers and job seekers, by:		
	(1) Facilitating connections among the intake and case management information systems of the one-stop partner programs to support a comprehensive workforce development system in the local area;		
	(2) Facilitating access to services provided through the one-stop delivery system involved, including access in remote areas;		
	(3) Identifying strategies for better meeting the needs of individuals with barriers to employment, including strategies that augment traditional service delivery, and increase access to services and programs of the one-stop delivery system, such as improving digital literacy skills; and		
	(4) Leveraging resources and capacity within the local workforce development system, including resources and capacity for services for individuals with barriers to employment;		
679.370(i)	In partnership with the CEO for the local area:		
	(1) Conduct oversight of youth workforce investment activities, adult and dislocated worker employment and training activities, and the entire one-stop delivery system in the local area;		
	(2) Ensure the appropriate use and management of the funds provided for the youth, adult, and dislocated worker activities and one-stop delivery system in the local area; and		
	(3) Ensure the appropriate use management, and investment of funds to maximize performance outcomes ; under WIOA sec. 116;		
679.370(j)	Negotiate and reach agreement on local performance indicators with the CEO and DES;		
679.370(k); 678.715	Negotiate with CEO and required partners on the methods for funding the infrastructure costs of one-stop centers in the local area in accordance with § 678.715 of this chapter or must notify the Governor if they fail to reach agreement at the local level and will use a State infrastructure funding mechanism;		
679.370(l)	Select the following providers in the local area, and where appropriate terminate such providers in accordance with 2 CFR part 200:		
	(1) Providers of youth workforce investment activities through competitive grants or contracts based on the recommendations of the youth standing committee (if such a committee is established); however, if the LWDB determines there is an insufficient number of eligible training providers in a local area, the LWDB may award contracts on a sole-source basis;		
	(2) Providers of training services consistent with the criteria and information requirements established by the State		
	(3) Providers of career services through the award of contracts, if the one-stop operator does not provide such services; and		
	(4) One-stop operators;		
679.370(m)	Work with the State to ensure there are sufficient numbers and types of providers of career services and training services serving the local area and providing the services in a manner that maximizes consumer choice, as well as providing opportunities that lead to competitive integrated employment for individuals with disabilities;		
679.370(n)	Coordinate activities with education and training providers in the local area, including:		
	(1) Reviewing applications to provide adult education and literacy activities under WIOA title II for the local area to determine whether such applications are consistent with the local plan;		
	(2) Making recommendations to the eligible agency to promote alignment with such plan; and		
	(3) Replicating and implementing cooperative agreements to enhance the provision of services to individuals with disabilities and other individuals, such as cross training of staff, technical assistance, use and sharing of information, cooperative efforts with employers, and other efforts at cooperation, collaboration, and coordination;		
679.370(o)	Develop a budget for the activities of the LWDB, with approval of the CEO and consistent with the local plan and the duties of the LWDB;		
679.370(p)	Assess, on an annual basis, the physical and programmatic accessibility of all one-stop centers in the local area, in accordance with WIOA sec. 188, if applicable, and applicable provisions of the Americans with Disabilities Act of 1990; and		
679.370(q); 678.800	Certification of ARIZONA@WORK Job Centers in accordance with § 678.800 of this chapter every 3 years		

**PY 2020 Workforce Innovation and Opportunity Act (WIOA)  
Youth, Adult, and Dislocated Worker Programs**

**Terms and Conditions**

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## **1. Order of Precedence**

In the event of any inconsistency between the terms and conditions of this Notice of Award and other requirements, the following order of precedence shall apply:

- I. Workforce Innovation and Opportunity Act (Pub. L. 113-128).
- II. Other applicable Federal statutes.
- III. Further Consolidated Appropriations Act, 2020 (Pub. L. 116-94)
- IV. Implementing Regulations.
- V. Executive Orders.
- VI. OMB Guidance, including the Uniform Guidance at 2 CFR 200 and 2900.
- VII. DOL-ETA Directives.
- VIII. Terms and conditions of this award.

## **2. Notice of Award**

The funds that are provided under this Notice of Award must be expended according to all applicable Federal statutes, regulations and policies, including those of the Workforce Innovation and Opportunity Act; the applicable approved State WIOA plan including approved modifications and amendments to the plan, and any waiver plan approved under WIOA Sec. 189(i)(3) or Workforce Flexibility (Workflex) plan approved under WIOA Sec. 190; the negotiated performance levels and policies established pursuant to the Secretary's authority under WIOA Section 116; and the applicable provisions in the appropriations act(s).

The funds shall be obligated and allocated via a Notice of Award (NOA) grant modification. These obligations and expenditures may not exceed the amount awarded by the NOA modification unless otherwise modified by the ETA.

## **3. Training and Employment Guidance Letter (TEGL) No. 16-19**

Training and Employment Guidance Letter (TEGL) No. 16-19 and any amendments [https://wdr.doleta.gov/directives/corr\\_doc.cfm?DOCN=8295](https://wdr.doleta.gov/directives/corr_doc.cfm?DOCN=8295) are hereby incorporated into this Grant Agreement. Award recipients are bound by the authorizations, restrictions, and requirements contained in the TEGL. Therefore, the expenditure of grant funds by the award recipient certifies that (your organization has read and will comply with all the parts that are contained in the Notice of Award (NOA)).

## **4. Approved Budget**

The award recipient's budget documents are attached in this Notice of Award. The documents are: 1) the SF-424, included as Attachment A. As the award recipient, your organization must confirm that all costs are allowable before creating any expenses. Pursuant to 2 CFR 2900.1, the approval of the budget as awarded does not constitute prior approval of those items specified in 2 CFR 200 or your grant award as requiring prior approval. The Grant Officer is the only official with the authority to provide such approval.



## **5. Federal Project Officer**

The DOL/ETA Federal Project Officer (FPO) for this award is:

Name: Jeffrey Patton

Telephone: 415-625-7945

E-mail: [Patton.Jeffrey.D@dol.gov](mailto:Patton.Jeffrey.D@dol.gov)

The FPO is not authorized to change any of the terms or conditions of the award or approve prior approval requests. Any changes to the terms or conditions or prior approvals must be approved by the Grant Officer through the use of a formally executed award modification process.

## **6. Return of Funds**

Effective October 1, 2017, the U.S. Department of Labor, Employment & Training Administration will no longer be accepting paper checks for any type of returned funds. All return of funds are to be submitted electronically through the Payment Management System (PMS) operated by the U.S. Department of Health and Human Resources via the same method as a drawdown.

If there are questions regarding the return of funds or your organization no longer has access to PMS, contact the U.S. Department of Labor/ETA Office of Financial Administration via email at: [ETA-ARteam@dol.gov](mailto:ETA-ARteam@dol.gov) for further assistance.

## **7. Evaluation, Data, and Implementation**

As the award recipient, your organization must cooperate during the implementation of a third-party evaluation. This means providing DOL or its authorized contractor with the appropriate data and access to program operating personnel and participants in a timely manner.

## **8. Resources and Information**

Additional resources and information to assist you are located on the ETA website at <https://www.doleta.gov/grants/resources.cfm> and on the Grants Application and Management collection page located on WorkforceGPS.org at <https://grantsapplicationandmanagement.workforcegps.org/>. These sites contains information about the Uniform Guidance, grant terms and conditions, financial reporting, indirect costs, recipient training resources, and other relevant information.

## **9. Cost Limitation Restrictions**

### **a. Administrative Costs**

Under the Workforce Innovation and Opportunity Act, administrative costs are defined and discussed in 20 CFR 683.215. There is a 10 percent limitation on administrative costs on funds that are awarded under this grant. Under no circumstances may the administrative costs exceed this limit. Award recipients will be evaluated based on their compliance to the limits of the administrative costs during close out. Any amounts that exceeds this limitation will be disallowed and subject to debt collection.

## **b. Budget Flexibility**

Federal recipients are not permitted to make transfers that would cause any funds to be used for purposes other than those consistent with this Federal program. Any budget changes that impact the Statement of Work and agreed upon outcomes or deliverables require a request for modification and prior approval from the Grant Officer.

As directed in 2 CFR 200.308(e), for programs where the Federal share is over the simplified acquisition threshold (currently \$250,000), the transfer of funds among direct cost categories or programs, functions and activities is restricted such that if the cumulative amount of such transfers exceeds or is expected to exceed 10 percent of the total budget as last approved by the Federal awarding agency, the recipient must receive prior approval from the Grant Officer. Any changes within a specific cost category on the SF424(a) do not require a grant modification unless the change results in a cumulative transfer among direct cost categories exceeding 10% of total budget as noted above. It is recommended that your assigned FPO review any within-line changes to your budget prior to implementation to ensure they do not require a modification. For programs where the Federal share is below the simplified acquisition threshold, recipients are not required to obtain the Grant Officer's approval when transferring funds among direct cost categories. This includes transferring direct costs to the indirect cost category contained on the SF424 (a).

## **c. Consultants**

For the purposes of this award, the ETA Grant Officer has determined that fees paid to a consultant who provides services under a program shall be limited to \$710 per day (representing an eight hour work day). Any fees paid in excess of this amount cannot be paid without prior approval from the Grant Officer.

## **d. Travel**

This award waives the prior approval requirement for domestic travel as contained in 2 CFR 200.474. For domestic travel to be an allowable cost, it must be necessary, reasonable, allocable and conform to the non-Federal entities written policies and procedures. All travel must also comply with Fly America Act ( 49 USC 40118), which states in part that any air transportation, regardless of price, must be performed by, or under a code-sharing arrangement with, a US Flag air carrier if service provided by such carrier is available.

## **e. Travel – Foreign**

Funds that are awarded and authorized to carry out an activity under WIOA subtitle B cannot be used for foreign travel.

**f. Travel – Mileage Reimbursement Rates**

Pursuant to 2 CFR 200.474(a), all award recipients must have policies and procedures in place related to travel costs; however, for reimbursement on a mileage basis, this Federal award cannot be charged more than the maximum allowable mileage reimbursement rates for Federal employees. The 2020 mileage reimbursement rates are:

<b>Modes of Transportation</b>	<b>Effective/Applicability Date</b>	<b>Rate per mile</b>
Privately owned automobile	<b>January 1, 2020</b>	\$0.575
Privately owned motorcycle	<b>January 1, 2020</b>	\$0.545

Mileage rates must be checked annually at [www.gsa.gov/mileage](http://www.gsa.gov/mileage) to ensure compliance.

**g. WIOA Infrastructure**

WIOA sec. 121(b)(1)(B) and 20 CFR 678.400 require the following programs to be One-Stop partners: A. WIOA title I programs: Adult, Dislocated Worker, and Youth formula programs; Job Corps; YouthBuild; Native American programs; National Farmworker Jobs Program (NFJP); B. Wagner-Peyser Act Employment Service (ES) program authorized under the Wagner-Peyser Act (29 U.S.C. 49 et seq.), as amended by WIOA title III; C. Senior Community Service Employment Program (SCSEP) authorized under title V of the Older Americans Act of 1965; D. Trade Adjustment Assistance (TAA) activities authorized under chapter 2 of title II of the Trade Act of 1974; E. Unemployment Compensation (UC) programs; F. Jobs for Veterans State Grants (JVSG) programs authorized under chapter 41 of title 38, U.S.C.; and G. Reentry Employment Opportunities (REO) programs (formerly known as Reintegration of Ex-Offenders Program (RExO) awarded prior to January 1, 2019 which were authorized under sec. 212 of the Second Chance Act of 2007 (42 U.S.C. 17532).

With the exception of Native American programs established under WIOA sec. 166, all One-Stop partner programs including all programs that are funded under title I of WIOA are required to contribute to the infrastructure costs and certain additional costs of the One-Stop delivery system in proportion to their use and relative benefits received as required in 20 CFR 678.700 and 678.760. While Native American programs are not required to contribute to infrastructure costs per WIOA 121(h)(2)(D)(iv), they are strongly encouraged to contribute as stated in TEGL 17-16. The sharing and allocation of infrastructure costs between One-Stop partners is governed by WIOA sec. 121(h), WIOA's implementing regulations, and the Federal Cost Principles contained in the Uniform Guidance at 2 CFR part 200 and DOL's exceptions at 2 CFR part 2900. The Federal Cost Principles state that a partner's contribution is an allowable, reasonable, necessary, and allocable cost to the program and is consistent with other legal requirements.

## **10. Administrative Requirements**

### **a. Assurances and Certifications**

The signed SF-424, Application for Federal Assistance, has been included as an attachment to this grant. The individual that signed the SF-424 on behalf of the applicant is considered the Authorized Representative of the applicant. As stated in block 21 of the SF-424 form, the signature of the Authorized Representative on the SF-424 certifies that the organization is in compliance with the Assurances and Certifications form SF-424B (available at <http://apply07.grants.gov/apply/forms/sample/SF424B-V1.1.pdf>). ***You do not need to submit the SF-424B form separately.***

### **b. Audits**

Organization-wide or program-specific audits shall be performed in accordance with Subpart F, the Audit Requirements of the Uniform Guidance which apply to audits for fiscal years beginning on or after December 26, 2014. DOL awards recipients including for-profit and foreign entities that expend \$750,000 or more in a year from any Federal awards must have an audit conducted for that year in accordance with the requirements contained in 2 CFR 200.501. OMB's approved exception at 2 CFR 2900.2 expands the definition of 'non-Federal entity' to include for-profit entities and foreign entities. For-profit and foreign entities that are recipients or subrecipients of a DOL award must adhere to the Uniform Guidance at 2 CFR 200.

### **c. Changes in Micro-purchase and Simplified Acquisition Thresholds**

The Office of Management and Budget memorandum (M-18-18), issued on June 20, 2018, increased the threshold for micro-purchases under Federal financial assistance awards from \$3,500 to \$10,000 and the threshold for simplified acquisitions under Federal financial assistance awards from \$100,000 to \$250,000. Please note that these two threshold increases were effective for all Employment and Training (ETA) grantees as of October 1, 2018. All ETA grantees should carefully review the above-referenced memorandum and make any necessary updates to their financial and administrative policies, procedures and systems as a result of these threshold increases.

### **d. Closeout/Final Year Requirements**

At the end of the grant period, the award recipient will be required to close the grant with the ETA. As the award recipient, your organization will be notified approximately 15 days prior to the end of the period of performance that the closeout process will begin once the grant ends. The information concerning the recipient's responsibilities at closeout may be found at 2 CFR 200.343. During the closeout process, the grantee must be able to provide documentation for all direct and indirect costs that are incurred. For instance, if an organization is claiming indirect costs, the documentation that is required is a Negotiated Indirect Cost Rate Agreement or Cost Allocation Plan issued by the grantee's Federal cognizant agency. Documentation for those approved to utilize a de minimis rate for indirect costs is demonstrated through the grant agreement. Not having documentation for direct or indirect costs will result in costs being disallowed and subject to debt collection. The only liquidation that can occur during closeout is the liquidation of accrued expenditures (NOT obligations) for goods and/or services received during the grant period (2 CFR 2900.15).

## **e. Equipment**

The requirement that grant recipients obtain prior approval from the Federal Grantor agency for all purchases of equipment (as described in 2 CFR 200.439) is waived in accordance with 2 CFR 200.308(c)(4) and 20 CFR Part 683.200, and approval authority is delegated to the Governor. Notwithstanding this waiver, the Grantor reserves the right to reimpose the requirement of prior approval by the Grantor, after providing advance notice to the State (Grantee).

## **f. Federal Funding Accountability and Transparency Act (FFATA)**

### **1. Reporting of first-tier subawards.**

- I. *Applicability.* Unless your organization is exempt as provided in paragraph [4.] of this award term, you must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity (see definitions in paragraph [5.] of this award term).
- II. *Where and when to report.*
  - I. You must report each obligating action described in paragraph [1.i.] of this award term to <https://www.fsrs.gov>.
  - II. For subaward information, you must report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)
- III. *What to report.* You must report the information about each obligating action that the submission instructions posted at <https://www.fsrs.gov> specify.

### **2. Reporting Total Compensation of Recipient Executives.**

- I. *Applicability and what to report.* You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—
  - I. the total Federal funding authorized to date under this award is \$25,000 or more;
  - II. in the preceding fiscal year, you received—
    - (A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
    - (B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
  - III. The public does not have access to information on the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <https://www.sec.gov/answers/execomp.htm>.)
- II. *Where and when to report.* You must report executive total compensation described in paragraph [2.a.] of this award term:
  - a. As part of your registration profile at <http://www.sam.gov>.

- b. By the end of the month following the month in which this award is made, and annually thereafter.
- 3. Reporting of Total Compensation of Subrecipient Executives.
  - I. *Applicability and what to report.* Unless you are exempt as provided in paragraph [4.] of this award term, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if—
    - I. in the subrecipient's preceding fiscal year, the subrecipient received—
      - (A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
      - (B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
    - II. The public does not have access to information on the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <https://www.sec.gov/answers/execomp.htm>.)
  - II. *Where and when to report.* You must report subrecipient executive total compensation described in paragraph [3.a] of this award term:
    - I. To the recipient.
    - II. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.
- 4. Exemptions
 

If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:

  - a. Subawards, and
  - b. The total compensation of the five most highly compensated executives of any subrecipient.
- 5. Definitions.
 

For purposes of this award term:

  - a. *Entity* means all of the following, as defined in 2 CFR part 25:
    - I. A Governmental organization, which is a State, local government, or Indian tribe;
    - II. A foreign public entity;
    - III. A domestic or foreign nonprofit organization;
    - IV. A domestic or foreign for-profit organization;
    - V. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

- b. *Executive* means officers, managing partners, or any other employees in management positions.
- c. *Subaward*:
  - I. This term is used as a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
  - II. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see [2 CFR 200.330]).
  - III. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.
- d. *Subrecipient* means an entity that:
  - I. Receives a subaward from you (the recipient) under this award; and
  - II. Is accountable to you for the use of the Federal funds provided by the subaward.
- e. *Total compensation* means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):
  - I. *Salary and bonus*.
  - II. *Awards of stock, stock options, and stock appreciation rights*. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
  - III. *Earnings for services under non-equity incentive plans*. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
  - IV. *Change in pension value*. This is the change in present value of defined benefit and actuarial pension plans.
  - V. *Above-market earnings on deferred compensation which is not tax-qualified*.
  - VI. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

## **g. Intellectual Property Rights**

The Federal Government reserves a paid-up, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use for federal purposes: i) the copyright in all products developed under the grant, including a subgrant or contract under the grant or subgrant; and ii) any rights of copyright to which the recipient, subrecipient or a contractor 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. Federal funds may not be used 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, although they may be used to pay costs for obtaining a copy which is limited to the developer/seller costs of copying and shipping. If revenues are generated by selling products developed with grant funds, including intellectual

property, these revenues are considered as program income. Therefore, program income must be used in accordance with the provisions of this grant award and 2 CFR 200.307.

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 the U.S. Department of Labor's Employment and Training Administration. The product was created by the recipient and does not necessarily reflect the official position of the U.S. Department of Labor. The Department of Labor makes no guarantees, warranties, or assurances of any kind, express or implied, with respect to such information, including any information on linked sites and including, but not limited to, accuracy of the information or its completeness, timeliness, usefulness, adequacy, continued availability, or ownership. This product is copyrighted by the institution that created it."***

#### **h. Pay for Performance Contract Strategies**

Pay for Performance (PFP) contract strategies seek to maximize the likelihood that the Federal government pays only for services that are demonstrably effective, and secures performance results at a lower cost. The Workforce Innovation and Opportunity Act (WIOA) has authorized PFP as a discretionary activity in WIOA Title I Adult, Dislocated Worker, and Youth programs:

WIOA, Public Law No. 113-128, enacted July 22, 2015, available at <https://www.gpo.gov/fdsys/pkg/PLAW-113publ128/pdf/PLAW-113publ128.pdf>, Sections 3(47); 116(d)(2)(K), which references 116(b)(2)(A); 116(d)(6)(D); 116(h); 128(b); 133(b); 129(c)(2); 134(a)(3)(A)(xiv), which references 134(d)(1)(A)(iii); 134(c)(3) and 134(c)(3)(G)(ii)(VI) specifically; and 189(g)(2)(D)

A state may request no more than 10 percent of the total local adult and dislocated worker allocations be reserved and used on the implementation of WIOA PFP contract strategies for adult training services described in sec. 134(c)(3) of WIOA. No more than 10 percent of the local youth allocation can be reserved and used on the implementation of WIOA PFP contract strategies for youth training services and other activities described in sec. 129(c)(2) of WIOA. Section 189(g)(2)(D) of WIOA authorizes funds used for WIOA PFP contract strategies are available until expended.

A forthcoming Training and Employment Guidance Letter (TEGL) will provide information and procedural requirements on the implementation of PFP Contract Strategies using the WIOA formula funding streams. After the PFP TEGL is published, this grant will be modified to incorporate the PFP Federal Award Terms, which would become effective when a state has received approval of a grant modification request to implement PFP.

#### **i. PY 2019 Administrative Costs Limits (WIOA Title I Only)**

Notwithstanding WIOA section 128(b)(4), for PY 2019, not more than 20 percent of the total amount allocated to a local area may be used for the administrative costs of carrying out local workforce investment activities under WIOA Chapter 2 (Youth Workforce Investment Activities) and Chapter 3 (Adult and Dislocated Worker Employment and Training Activities), if the portion



of the total amount of administrative costs that exceeds 10 percent of the total amount allocated is used to respond to a qualifying emergency.

**j. PY 2019 Rapid Response Activities (WIOA Title I Only)**

The funds reserved by a Governor for PY 2019 for statewide activities under WIOA 128(a) that remain unobligated may be used for statewide rapid response activities as described in WIOA 134(a)(2)(A) for responding to a qualifying emergency.

**k. Personally Identifiable Information**

Award recipients must recognize and safeguard personally identifiable information (PII) except where disclosure is allowed by prior written approval of the Grant Officer or by court order. Award recipients must meet the requirements in Training and Employment Guidance letter (TEGL) 39-11, Guidance on the Handling and Protection of Personally Identifiable Information (PII), found at [http://wdr.doleta.gov/directives/corr\\_doc.cfm?DOCN=7872](http://wdr.doleta.gov/directives/corr_doc.cfm?DOCN=7872).

**l. Pre-Award**

All costs incurred by the award recipient prior to the start date specified in the award issued by the Department are *incurred at the recipient's own expense*.

**m. Procurement**

The Uniform Guidance (2 CFR 200.317) require States (as defined at 2 CFR 200.90) to follow the same procurement policies and procedures it uses for non-Federal funds. The state will comply with 200.322 Procurement of recovered *materials* and ensure that every purchase orders or other contract includes any clauses required by section 200.326 Contract provisions. Award recipients must also follow the requirements regarding the competitive award of One-Stop Operators in the Workforce Innovation and Opportunity Act at WIOA Sec. 121(d) and sec. 123.

**n. Program Income**

The "Addition" method as described in 2 CFR 200.307 must be used in allocating any program income generated for this grant award. Award recipients must expend all program income prior to drawing down additional funds as required at 2 CFR 200.305(b)(5) and 2 CFR 200.307(e). Any program income found remaining at the end of period of performance must be returned to the ETA. In addition, recipients must report program income on the quarterly financial report using ETA-9130 form.

**o. Publicity**

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 recipient or agent acting for such recipient, 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 legislative 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.

**p. Recipient Integrity and Performance Matters**

1. If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then you as the award recipient during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.
2. Proceedings about which you must report. Submit the information required about each proceeding that:
  - a. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;
  - b. Reached its final disposition during the most recent 5-year period; and
  - c. Is one of the following:
    - I. A criminal proceeding that resulted in a conviction, as defined in paragraph 5. of this award term
    - II. A civil proceeding that resulted in a finding of fault and liability and paying a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
    - III. An administrative proceeding, as defined in paragraph 5. of this award term, that resulted in a finding of fault and liability and your payment of either monetary fine or penalty of \$5,000 or more or a reimbursement, restitution, or damages in excess of \$100,000; or
    - IV. Any other criminal, civil, or administrative proceeding if:
      - (A) It could have led to an outcome described in paragraph 2.c.I, II, or III of this award term;
      - (B) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and
      - (C) The requirement in this award term to disclose information about the proceeding does not conflict with applicable laws and regulations.
3. Reporting procedures. Enter in SAM Entity Management area (formerly CCR), or any successor system, the FAPIIS information that SAM requires about each proceeding described in paragraph 2. of this award term. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM (formerly CCR) because you were required to do so under Federal procurement contracts that you were awarded.

4. Reporting frequency. During any period of time when you are subject to the requirement in paragraph 1. of this award term, you must report FAPIIS information through SAM no less frequently than semiannually following your initial report of any proceedings for the most recent 5-year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report.
5. Definitions. For purposes of this award term:
  - a. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level. It does not include audits, site visits, corrective plans, or inspection of deliverables.
  - b. Conviction, for purposes of this award term, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.
  - c. Total value of currently active grants, cooperative agreements, and procurement contracts includes —
    - I. Only the Federal share of the funding under any award with a recipient cost share or match; and
    - II. The value of all options, even if not yet exercised.

**q. Reports**

All ETA recipients are required to submit quarterly financial and narrative progress reports for each grant award.

- a. **Quarterly Financial Reports.** All ETA recipients are required to report quarterly financial data on the ETA-9130 Form. ETA-9130 reports are due no later than 45 calendar days after the end of each specified reporting quarter. Reporting quarter end dates are March 31, June 30, September 30, and December 31. A final financial report must be submitted no later than 45 calendar days after the quarter ends and the closeout 9130 report must be submitted no later than 90 calendar days after the grant period of performance ends. A closeout report will be submitted during the closeout process. For additional guidance on ETA's financial reporting, reference Training and Employment Guidance Letter (TEGL) 20-19 and [https://www.doleta.gov/grants/pdf/ETA-9130\\_Financial\\_Reporting\\_Resources.pdf](https://www.doleta.gov/grants/pdf/ETA-9130_Financial_Reporting_Resources.pdf).

The instructions for accessing both the on-line financial reporting system and the HHS Payment Management System can be found in the transmittal memo accompanying this NOA.

**r. Requirements for Conference and Conference Space**

Conferences sponsored in whole or in part by the award recipient are allowable if the conference is necessary and reasonable for the successful performance of the Federal Award. Recipients are urged to use discretion and good judgment to ensure that all conference costs charged to the grant are appropriate and allowable. For more information on the requirements

and the allowability of costs associated with conferences, refer to 2 CFR 200.432. Recipients will be held accountable to the requirements in 2 CFR 200.432. Therefore, costs that do not comply with 2 CFR 200.432 will be questioned and may be disallowed.

#### **s. Subawards**

A *subaward* means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

The provisions of the Terms and Conditions of this award will be applied to any subrecipient under this award. The recipient is responsible for monitoring the subrecipient, ensuring that the Terms and Conditions are in all subaward packages and that the subrecipient comply with all applicable regulations and the terms and conditions of this award (2 CFR 200.101(b)(1)).

#### **t. Supportive Services & Participant Support Costs**

When supportive services are expressly authorized by a program statute, regulation, or FOA, this award waives the prior approval requirement for participant support costs as described in 2 CFR 200.456. Costs must still meet the basic considerations at 2 CFR 200.402 – 200.411. Questions regarding supportive services and participant support costs should be directed to the FPO who is assigned to the grant.

#### **u. System for Award Management**

##### **1. Requirement for System of Award Management (SAM)**

Unless you are exempt from this requirement under 2 CFR 25.110, you as the award recipient must maintain the currency of your information in the SAM until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.

##### **2. Requirement for unique entity identifier**

If you are authorized to make subawards under this award, you:

- i. Must notify potential subrecipients that no entity (see definition in paragraph [3] of this award term) may receive a subaward from you unless the entity has provided its unique entity identifier to you.
- ii. May not make a subaward to an entity unless the entity has provided its unique entity identifier to you.

##### **3. Definitions**

For purposes of this award term:

- i. *System of Award Management (SAM)* is the Federal repository where award recipients register to do business with the U.S. government. Additional information about registration procedures may be found at the SAM Internet site (currently at <http://www.sam.gov>).
- ii. *Unique entity identifier* means the code that is unique to a registered entity in order to complete its registration on SAM. \iii. *Entity*, as it is used in this award term, means all of the following, as defined at 2 CFR part 25, subpart C:

- a. A Governmental organization, which is a State, local government, or Indian Tribe;
- b. A foreign public entity;
- c. A domestic or foreign nonprofit organization;
- d. A domestic or foreign for-profit organization; and
- e. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

iv. *Subaward*:

- a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
- b. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR 200.330).
- c. A subaward may be provided through any legal agreement, including an agreement that you consider a contract.

v. *Subrecipient* means an entity that:

- a. Receives a subaward from you under this award; and
- b. Is accountable to you for the use of the Federal funds provided by the subaward.

## v. **SAM Registration Validation**

ETA advises grant recipients registered in SAM to log into SAM and review their registration information, particularly their financial information and points of contact. Further, the DUN and EIN numbers must remain active until the grant award closeout process is fully completed. See TEN 18-17 for additional guidance.

## w. **Vendor/Contractor**

The term "contractor", sometimes referred to as a vendor, is a dealer, distributor, merchant or other seller providing goods or services that are required to implement a Federal program. (2 CFR 200.23) These goods or services may be for an organization's own use or for the use of the beneficiaries of the Federal program. Additional guidance on distinguishing between a subrecipient and a contractor (vendor) is provided in 2 CFR 200.330. When procuring contractors for goods and services, DOL ETA recipients and subrecipients must follow the procurement requirements 2 CFR 200.319, which calls for free and open competition.

## x. **Whistleblower Protection**

This grant and employees working on this grant are subject to the whistleblower rights and remedies established at 41 U.S.C. 4712. The recipient shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation (48 CFR 3.908; note that for the purpose of this term and condition, use of the term "contract," "contractor," "subcontract," or "subcontractor" in section 3.908 should be read as "grant," "grantee," "subgrant," or "subgrantee"). The recipient shall insert the substance of this clause in all subgrants and contracts over the simplified acquisition threshold.

## **11. Program Requirements**

Training and Employment Guidance Letter (TEGL) No. 16-19 outlines the program requirements for this award.

## **12. Fiscal Year (FY) 2020 Federal Appropriations Requirements**

### **a. Fair Labor Standards Act Amendment for Major Disasters**

Pursuant to P.L. 116-94, Division A, Title I, Section 108, the Fair Labor Standards Act of 1938 ("FLSA") will apply as if the following language was added to section 7 (the "Maximum Hours" section). This language specifically relates to occurrences of a major disaster (as declared or designated by the State or Federal government) and are applied for a period of two years afterwards. The language is as follows:

"(s)(1) The provisions of this section [maximum hours worked] shall not apply for a period of 2 years after the occurrence of a major disaster to any employee—

"(A) employed to adjust or evaluate claims resulting from or relating to such major disaster, by an employer not engaged, directly or through an affiliate, in underwriting, selling, or marketing property, casualty, or liability insurance policies or contracts;

"(B) who receives from such employer on average weekly compensation of not less than \$591.00 per week or any minimum weekly amount established by the Secretary, whichever is greater, for the number of weeks such employee is engaged in any of the activities described in subparagraph (C); and "(C) whose duties include any of the following:

"(i) interviewing insured individuals, individuals who suffered injuries or other damages or losses arising from or relating to a disaster, witnesses, or physicians; "(ii) inspecting property damage or reviewing factual information to prepare damage estimates;

"(iii) evaluating and making recommendations regarding coverage or compensability of claims or determining liability or value aspects of claims;

"(iv) negotiating settlements; or

"(v) making recommendations regarding litigation.

"(2) The exemption in this subsection shall not affect the exemption provided by section 13(a)(1) [of the FLSA].

"(3) For purposes of this subsection—

"(A) the term 'major disaster' means any disaster or catastrophe declared or designated by any State or Federal agency or department;

"(B) the term 'employee employed to adjust or evaluate claims resulting from or relating to such major disaster' means an individual who timely secured or secures a license required by applicable law to engage in and perform the activities described in clauses (i) through (v) of paragraph (1)(C) relating to a major disaster, and is employed by an employer that maintains worker compensation insurance coverage or protection for its employees, if required by applicable law, and withholds applicable Federal, State, and local income and payroll taxes from the wages, salaries and any benefits of such employees; and

"(C) the term 'affiliate' means a company that, by reason of ownership or control of 25 percent or more of the outstanding shares of any class of voting securities of one or more companies, directly or indirectly, controls, is controlled by, or is under common control with, another company."

**b. Health Benefits Coverage for Contraceptives**

Federal funds may not be used to enter into or renew a contract which includes a provision for prescription drug coverage unless the contract also includes a provision for contraceptive coverage. This requirement does not apply to contracts with 1) the religious plans Personal Care's HMO and OSF HealthPlans, Inc. and 2) any existing or future plan if the carrier for the plan objects to such coverage on the basis of religious beliefs.

In implementing this section, any plan that enters into or renews a contract may not subject any individual to discrimination on the basis that the individual refuses to prescribe or otherwise provide for contraceptives because such activities would be contrary to the individuals' religious beliefs or moral convictions. Nothing in this term shall be construed to require coverage of abortion or abortion related services.

**c. Privacy Act**

No funds can be used in contravention of 5 U.S.C. 552a (the Privacy Act) or regulations implementing the Privacy Act.

**d. Prohibition on Contracting with Corporations with Felony Criminal Convictions**

The recipient may not knowingly enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that was convicted of a felony criminal violation under any Federal law within the preceding 24 months.

**e. Prohibition on Contracting with Corporations with Unpaid Tax Liabilities**

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

**f. Prohibition on Procuring Goods Obtained Through Child Labor**

Pursuant to P.L. 116-94, Division A, Title I, Section 103, no funds may be obligated or expended for the procurement of goods mined, produced, manufactured, or harvested or services rendered, in whole or in part, by forced or indentured child labor in industries and host countries identified by the DOL prior to December 20, 2019. DOL has identified these goods and services here: <http://www.dol.gov/ilab/reports/child-labor/list-of-products>.

**g. Prohibition on Providing Federal Funds to ACORN**

Pursuant to P.L. 116-94, Division A, Title V, Section 521, these funds may not be provided to the Association of Community Organizations for Reform Now (ACORN), or any of its affiliates, subsidiaries, allied organizations or successors.

**h. Reporting of Waste, Fraud and Abuse**

No entity receiving federal funds may require employees or contractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

**i. Requirement for Blocking Pornography**

Pursuant to P.L. 116-94, Division A, Title V, Section 520, no Federal funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography.

**j. Requirement to Provide Certain Information in Public Communications**

Pursuant to P.L. 116-94, Division A, Title V, Section 505, when issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money, all non-Federal entities receiving Federal funds shall clearly state:

1. The percentage of the total costs 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.

The requirements of this part are separate from those in the 2 CFR part 200 and, when applicable, both must be complied with.

**k. Restriction on Health Benefits Coverage for Abortions**

Pursuant to P.L. 116-94, Division A, Title V, Section 506 and 507, Federal funds may not be expended for health benefits coverage that includes coverage of abortions, except when the pregnancy is the result of rape or incest, or in the case where a woman suffers from a physical disorder, physical injury, or physical illness, including a life-endangering physical condition caused by or arising from the pregnancy itself that would, as certified by a physician, place the women in danger of death unless an abortion is performed. This restriction does not prohibit any non-Federal entity from providing health benefits coverage for abortions when all funds for that specific benefit do not come from a Federal source. Additionally, no funds made available through this award may be provided to a State or local government if such government subjects any institutional or individual health care entity to discrimination on the basis that the health care entity does not provide, pay for, provide coverage of, or refer for abortions.



## **l. Restriction on Lobbying/Advocacy**

Pursuant to P.L. 116-94, Division A, Title V, Section 503, no federal funds may be used by a grant recipient, other than for normal and recognized executive-legislative relationships, to engage in lobbying or advocacy activities (including, for publicity or propaganda purposes, the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation) designed to support or defeat the enactment of federal, state, or local legislation, regulation, appropriations, order, or other administrative action, except in presentation to Congress or a State or local legislature itself or for 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.

## **m. Restriction on the Promotion of Drug Legalization**

Pursuant to P.L. 116-94, Division A, Title V, Section 509, no Federal funds shall be used for any activity that promotes the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established under section 202 of the Controlled Substances Act except for normal and recognized executive-congressional communications or where there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance or that federally sponsored clinical trials are being conducted to determine therapeutic advantage.

## **n. Restriction on Purchase of Sterile Needles or Syringes**

Pursuant to P.L. 116-94, Division A, Title V, Section 527, no Federal funds shall be used to purchase sterile needles or syringes for the hypodermic injection of any illegal drug.

## **o. Salary and Bonus Limitations**

Pursuant to P.L. 116-94, Division A, Title I, Section 105, recipients and subrecipients shall not use funds to pay the salary and bonuses of an individual, either as direct costs or as 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/salaries-wages/2020/executive-senior-level>). The salary and bonus limitation does not apply to contractors (vendors) providing goods and services as defined in 2 CFR 200.330. Where States are recipients of such funds, States may establish a lower limit for salaries and bonuses of those receiving salaries and bonuses from subrecipients, 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 including Employment and Training Administration programs. See Training and Employment Guidance Letter No. 5-06 for further clarification, available at [http://wdr.doleta.gov/directives/corr\\_doc.cfm?DOCN=2262](http://wdr.doleta.gov/directives/corr_doc.cfm?DOCN=2262).

# **13. Public Policy**

## **a. Architectural Barriers**

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.

## **b. Drug-Free Workplace**

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 award 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.

## **c. Executive Orders**

**12928:** Pursuant to Executive Order 12928, the recipient is strongly encouraged to provide subcontracting/subgranting 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.

**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.

**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 DOL's 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>.

**13513:** Pursuant to Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, dated October 1, 2009, recipients and subrecipients 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 subrecipients are also encouraged to conduct initiatives of the type described in section 3(a) of this order.

**13788:** Pursuant to Executive Order 13788, by drawing down funds, the recipient agrees to comply with sections 8301 through 8303 of title 41, United States Code (commonly known as the "Buy American Act"). Additionally, no funds may be made available to any person or entity that has been convicted of violating the Buy American Act.

For the purposes of this award, the Buy American Act requires the recipient to use, with limited exceptions, only 1) unmanufactured items that have been mined or produced in the United States; and 2) manufactured items that have been manufactured in the United States substantially all from articles, materials, or supplies that were mined, produced, or manufactured in the United States.

These requirements do not apply to 1) items for use outside of the United States, 2) items that are not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities and are not of a satisfactory quality; and 3) manufactured items procured under any contract with an award value that is equal to or less than the micro-purchase threshold (currently \$10,000). In order to claim an exception to these requirements under 1 or 2 above, the recipient must get prior approval from the Grant Officer. Prior approval is not needed for purchases under the micro-purchase threshold.

#### **d. Flood Insurance**

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 communities in the United States identified as flood-prone, 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 the DOL support. Lists of flood-prone areas that are eligible for flood insurance are published in the Federal Register by FEMA.

#### **e. Hotel-Motel Fire Safety**

Pursuant to 15 U.S.C. 2225a, the recipient must ensure that all space for conferences, and, 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 <https://apps.usfa.fema.gov/hotel/> to see if a property is in compliance, or to find other information about the Act.

#### **f. Prohibition on Trafficking in Persons**

##### **1. Trafficking in persons.**

##### **a. Provisions applicable to a recipient that is a private entity.**

I. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not—

(A). Engage in severe forms of trafficking in persons during the period of time that the award is in effect;

(B). Procure a commercial sex act during the period of time that the award is in effect; or

(C). Use forced labor in the performance of the award or subawards under the award.

II. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity —

(A). Is determined to have violated a prohibition in paragraph a.1 of this award term; or

(B). Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either—

- i. Associated with performance under this award; or
- ii. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR Part 2998.

b. *Provision applicable to a recipient other than a private entity.* We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—

I. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or

II. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either—

- (A). Associated with performance under this award; or
- (B). Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 29 CFR Part 98.

c. *Provisions applicable to any recipient.*

I. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.

II. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:

(A). Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and

(B). Is in addition to all other remedies for noncompliance that are available to us under this award.

III. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.

d. *Definitions.* For purposes of this award term:

I. "Employee" means either:

(A). An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or

(B). Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

II. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

III. "Private entity":

(A). Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.

(B). Includes:

i. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).

ii. A for-profit organization.

IV. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

**g. Veterans' Priority Provisions**

The Jobs for Veterans Act (Public Law 107-288) requires recipients to provide priority 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 the DOL. 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. Recipients must comply with the DOL guidance on veterans' priority. ETA's Training and Employment Guidance Letter (TEGL) No. 10-09 (issued November 10, 2009) provides guidance on implementing priority of service for veterans and eligible spouses in all qualified job training programs funded in whole or in part by DOL. TEGL No. 10-09 is available at [http://wdr.doleta.gov/directives/corr\\_doc.cfm?DOCN=2816](http://wdr.doleta.gov/directives/corr_doc.cfm?DOCN=2816).

**14. Attachments**

Attachment A: SF-424