

## Contract for Services

Between

Career Link, a division of the United Workforce Development Board

and

McLean County Regional Alternative School (DUNS: 171659873)

### Signature Page

Contract # ISY-2022-03

CFDA #: 17.259 / CFDA Title: WIA/WIOA Youth Activities

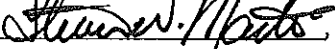
Career Link, a division of the United Workforce Development Board, having received funding from the US Department of Labor to operate Title IB of the Workforce Innovation and Opportunity Act (WIOA), desires to contract with the sub-contractor, identified below, to implement the provisions of this contract for services. Funding for this contract are provided from federal WIOA allocations awarded to Career Link for Program Year 2022 (July 1, 2022 to June 30, 2023).

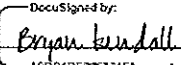
The sub-contractor agrees to provide the training program specified in the Work Statement and abide by all of the provisions contained in this contract.

**The contract shall take effect on July 1, 2022 and terminate on June 30, 2023.** This contract is renewable for two additional years at the discretion of Career Link.

Career Link agrees to pay the sub-contractor allowable costs incurred in the performance of this contract up to **\$70,000**. See detailed budget in the Budget Section.

This contract consists of the Signature Page, Table of Contents, Definitions, Budget, Incentives, Work Statement, Local Terms and Conditions, and GATA Terms and Conditions. This contract contains **48** pages.

I, Steve Martin,  Executive Director of the United Workforce Development Board, 2956 Court Street, Sunset Plaza, P.O. Box 67, Pekin, Illinois 61555-0067 and

Bryan Kendall,  Principal of Regional Alternative School in Bloomington, 408 W. Washington Street, Bloomington, Illinois 61701, do hereby agree to the terms contained in this contract by our signatures affixed above on this **13<sup>th</sup> day of May, 2022**.



# Table of Contents

Signature Page..... 1

Table of Contents..... 3

Definitions..... 4

Budget..... 5

Incentives ..... 6

Work Statement..... 7

Local Terms and Conditions ..... 13

GATA Terms and Conditions..... 20

## Definitions

Career Link	The entity that administers WIOA Title 1B funds.
Career Planner	Formally known as a Case Manager.
Contractor	The entity that awards funds to a provider of service. Career Link, a division of the United Workforce Development Board.
Cost Reimbursement	A method of contracting that pays a provider of services for only actual costs incurred up to a maximum amount specified in the contract.
Offeror	An organization that bids on providing activities and services for Career Link. Also sometimes called a sub-contractor or a service provider if awarded funds.
Registrant	A person who has been determined Title I WIOA eligible and recorded on the management information system as a participant in a Title IB WIOA activity. Also identified as a student, participant or client.
RFP	Abbreviation for Request for Proposal. It is the bid package in which Career Link requests various activities, services or programs.
Sub-Contractor	The entity which is receiving funds to provide a service to Career Link.
WIOA	Abbreviation for the Workforce Innovation and Opportunity Act.
WIOA Eligible	Every person must be certified eligible for WIOA before receiving services or participating in activities. Must meet certain guidelines.
WIOA Region 15	The State of Illinois is divided into regions to administer WIOA funds. The counties of Mason, Fulton, Tazewell, Peoria, Stark, Marshall, Woodford and McLean comprise WIOA Region 15.

## Budget

The budget for this contract is composed of the following elements:

ITEM	RATIONALE AND COST SHARING	AMOUNT
Instructor Salary	30 hours per week at \$35.48/hour for 36 weeks Brian O'Kraski - 55% of salary attributed to grant	\$38,310.00
Instructor Benefits	Benefits (\$9,300.01) and retirement system (\$4,171.96) Brian O'Kraski - 55% of benefits attributed to grant	\$13,471.97
Student Support Services	\$50 per student to cover work clothing, transportation, and outreach items, assuming 10 students	\$1,250.00
Instructional Supplies and Materials; Office Supplies	\$1,057.80 per student to cover curriculum expenses and teaching materials, assuming 10 students	\$10,578.03
Student Incentives	See Incentive section.	\$6,000.00
Professional Development of Coordinator	Professional membership into IACTE and conference registration	\$390.00
<b>TOTAL:</b>		<b>\$70,000.00</b>

Additional budget description:

## Incentives

The allowable Incentives under this contract include the following:

ACTIVITY	INCENTIVE AMOUNT	MAX ALLOWED
Completion of TABE Assessment/Career Exploration/Review of Program	\$20	\$20
Maintain an "A" grade in Career Education class each month.	\$20 per month/max. 9 months	\$180
Have perfect attendance for an entire month at school and work.	\$25 per month/max. 9 months	\$225
Job Coach Discretionary Award for classroom/work performance	\$10 per issue/max. 5 issues	\$50
Begin Work Experience, assist with job description development, interviewing skills review	\$25	\$25
Complete Work Experience each semester	\$25 per semester/max. 2 semesters	\$50
Obtain Employment and provide work-related information to Teacher/Coordinator	\$25	\$25
Complete application to community college, post-secondary training program, military, or other post-secondary institution	\$25	\$25
<b>TOTAL PER STUDENT:</b>		<b>\$600</b>

Additional incentive plan description:

## Work Statement

This contract has been entered into for the purpose of providing a drop-out prevention program for the students of the McLean County Regional Alternative School. The contract begins July 1, 2022 and will terminate on June 30, 2023, but may be extended for two additional years.

**The funding amount is \$70,000.00. The enrollment goal is 10-15 students.**

To participate students must meet the eligibility criteria for in-school youth as defined in the Workforce Innovation and Opportunity Act. The program staff will liaison with the Career Link Career Planner(s) to ensure the goals of the program and WIOA Youth Services are achieved. Students will be Juniors and Seniors.

This contract is a Cost Reimbursement type wherein the sub-contractor can expend and incur costs as they occur and for which payment will be made by Career Link on the submission of appropriate documentation on a monthly basis. All costs must be relevant and attributable to the duties and responsibilities under this contract. See further information in the Terms and Conditions under Cost Controls.

Because the success of this program depends, in part, on the coordination of the sub-contractor and Career Link, both parties agree to be available for meetings, to contact the other party when problems occur and generally maintain open lines of communication. A participant will not be terminated by either party to this contract without first notifying the other party.

## Performance Outcomes

Performance Standards for WIOA Youth programs are:

1. **Graduation Rate** – at least 72% of the students will graduate. Juniors who exit the program after their junior year will be counted as a non-completer.
2. **Post High School Status** – Percentage of participants who are in postsecondary education, advanced training, employment, military service, apprenticeship in the second and fourth post quarters following termination from the program. In order for high school diploma to count as a positive outcome-credential, the youth must be engaged in one of the aforementioned activities during the specified quarters. A goal of at least 68% is established for this measure. Juniors who exit the program after their junior year will be counted as not meeting this goal.
3. **If a student drops out of the Program, the Grant Coordinator should contact Career Link Liaison immediately to discuss plan of action for youth.**

## Program Abstract

The purpose of RAS Career Education Program is to provide alternative career education to youth who are at risk of dropping out of high school, students who have been referred based on suspension and expulsion (SAVE Program), students with IEPs, students who are classified as homeless under McKinney-Vento Act, and students who are parents. The program is designed to motivate and encourage students to complete high school while enabling them to make a

successful transition to employment through paid internships and employment. Students gain skills in the classroom, and have the opportunity to put those skills into practice while in the field. The program emphasizes the career-related classroom in a structured and cooperative Work Experience environment, and preparation and motivation through a combination of paid Work Experience and internship opportunities.

## **Program Description**

The sub-contractor will provide an intensive education and employment skills program for at-risk students. The dropout prevention program will serve students, ages 16-24, that have been identified by the school district as at-risk, have a deficiency in literacy or numeracy, and are economically disadvantaged. Students will become self-sufficient by receiving education and workforce preparation needed to succeed through four basic goals:

1. Successfully obtain a high school diploma;
2. Increased literacy or numeracy achievement by at least one educational functioning level;
3. Provide 50% of students with Work Experience or On-the-Job Training opportunity, and
4. Obtain employment or attend post-secondary training after completion.

## **Staff**

The course instructor and program coordinator will be responsible for developing work and career education program guidelines for the school, student and business partners, reviewing current curriculum, assessing current needs to improve the program, and working with staff/teachers to implement curriculum in the correct order. The instructor will meet with the students each day to complete assessments, review unit lessons/worksheets, discuss concerns and issues students may have and assist with any vocational preparation. The program coordinator has the opportunity to work directly with outside agencies and business partners by inviting them into their classrooms as well as assisting with organizing activities such as community dinners, workshops, and speaking engagements.

Staff will assist students in accessing resources by providing one-to-one support to complete enrollment applications, FAFSA financial aid documents, and other necessary paperwork. The course instructor will hold college and career readiness workshops designed to increase the likelihood of student success after graduation. The program coordinator and instructor are fully invested in the success of the Career Education program and the students enrolled in it.

## **Program Elements**

The Career Education program will be an elective course for Junior and Senior level students. The completion of this course will be four classes (each one semester in length) starting at the beginning of the student's junior year and ending at the completion of the senior year. Students will be able to earn up to 1.5 credit hours each semester while enrolled in the Career Education course. The classroom portion of the program will consist of 200 minutes of instruction each week. Students attend school for one 3.5-hour block session Monday through Friday (morning or afternoon). Students also have the opportunity to meet with their program coordinator on a regular basis as well. These regularly scheduled meetings will act as an additional support outside



the traditional classroom environment. It will be a time to review goals, progress, and discuss any issues the students may be experiencing.

The program coordinator will also act as a mentor and tutor for students enrolled in the Career Education courses. The focus of the classroom instruction is the development of skills employers require of successful employees. These courses will provide progressive experiences in integrating theory and practice. These skills include, but are not limited to, the following: interpersonal skills, conflict resolution skills, coping skills, cooperation, work accomplishment, initiative, work habits, courtesy, adaptability, attitude toward constructive criticism, personal appearance, knowledge of the job, punctuality, accuracy/quality of work, attendance, and communication skills. Students will also explore building goals for post-secondary transition. Goals are focused on continued employment, higher education, trade school, or the military.

The Career Education program at RAS is a comprehensive program that measures growth throughout the student's time in the course. At the beginning of each semester students will complete a pre-survey to obtain information regarding their individual interests, skills, and abilities to help create an appropriate job placement. At the conclusion of each semester they will take a post survey to identify any changes as a result of the knowledge gained during the course. Students who are eligible to join the Work Experience program will be introduced to various internships and job opportunities, given skill assessments to address areas of attendance, behavior, endurance, responsibility, problem solving skills, initiative and organization. During Work Experience, students will be assessed throughout the school year by their coordinator and supervisor and will complete a self-assessment to continually monitor the areas of concern and the areas of growth within the work environment.

The RAS Career Education program will support the individual needs and learning styles of students while focusing on the twelve (12) employability skills recognized by adult services agencies. Classroom instruction focuses on providing students with job survival and career exploration skills related to the job, improving their ability to interact positively with others, specific skill training, and developing skills and attitudes that are relevant to the job. These include, but not limited to, job preparation (interests, strengths and skills), job seeking skills (technology support, network building, application support), career research (required education and training), interview skills, resume writing, human relations/interpersonal skills, taxes, budgeting, and assistance for transition into post-secondary experiences. This program will also have the opportunity this year to create on site job experiences through Work Experience as well as create partnerships with local non-profit organizations to help create meaningful internship Work Experiences provided by Career Link.

The Career Education program is based on the model of blended instruction which involves career exploration in the classroom and Work Experience in the field. This has worked effectively for RAS over the course of many years. The combination provides for a comprehensive experience while in high school. Students often need guidance with basic communication, attitude, and entry-level work skills which are gained during time in the Work Experience program. The Career

Education program will expand on these soft skills as well as encourage students to embrace responsibility and leadership.

Students are enrolled in their appropriate Career Education course as well as one of two field study courses “Internship” or “Work Experience.” The Work Experience course is completed through the Career Link organization, or other employers, when a student has paid employment and completes 240 hours of work throughout the semester. Employers in conjunction with Career Link are required to submit a signed training agreement provided by the program coordinator. The training agreement lays out the expectations for all parties involved and sets a standard that should be followed for the program to reach its full potential. Hours are tracked by students submitting their pay stubs which are then verified and logged by their instructor. Students that do not have paid employment will be enrolled in the Internship course. The school and a number of local organizations provide them with paid/unpaid internship opportunities until paid employment can be obtained. Employers and internship sites all agree to comply with all state and federal work laws including Equal Opportunity provisions. The instructor also visits each student periodically at their job site and volunteer/internship site. The instructor works with the employer/internship supervisor to evaluate student performance and suggestions for improvement. This is also an opportunity for RAS to connect with employers and build a trusted relationship for future opportunities. All students have a number of opportunities to volunteer at school and the community through partnerships, gaining valuable experience in many different fields. All paid Work Experience will be paid through the Career Link organization.

### **Leadership and Mentoring**

Students enrolled in the Career Education course will also join the Alt Action Student Leadership group. This group meets on a weekly basis to do special projects in the school and community. They address and make decisions on school related issues and determine a path for the school. It works with community partners to empower students to act on projects they are passionate about in the area. The Alt Action group will work on school and community improvement projects each semester moving forward and every student in the Career Education course will be asked to take part in the group. Students will learn valuable skills, get leadership opportunities, and gain experience they can add to their vocational portfolio.

Mentoring and facilitating self-advocacy skills are important roles for the Career Education instructor. The Career Education instructors work closely with on-staff social workers to provide students with social-emotional support. If the social work staff is not appropriate for the specific situation, the instructor will connect the student to other outside resources within the community. The Career Education course instructor will not only connect, but follow-up and provide coaching to ensure a student is properly prepared to seek such services. The instructor must not only mentor, but also facilitate and reflect on student encounters when referred out. The instructor will nurture and encourage that growth through mentoring.

### **Supportive Services**

Supportive Services needs that are identified should be brought to the attention of the Career Link staff who will determine the need and allowability of providing assistance.

### **Work Experience Component**

At least 50 percent of the students in the program will be placed in Work Experience or On-the-Job Training sponsored by Career Link. Students can participate in these programs either on part time or full time bases throughout the school year and/or summer. Basic arrangements will be made by Career Link's Career Planner. The program staff will assist in locating appropriate placements for each student in the local community. The student will receive assistance with resume writing, interviewing skills, and ongoing support services while taking part of these programs.

### **Communication with Career Link**

The program staff will be continuously available for all types of communication with Career Link staff. Communication is vital to ensure full and appropriate support of students from selection for the program through follow-up post-program. The sub-contractor will submit quarterly estimates of their expenditures and planned enrollments to Career Link. Both Fiscal and Programmatic oversight/monitoring of programs will occur throughout the duration of the grant culminating in end of the year monitoring. Sub-contractors are expected to provide all requested information in a timely and concise manner.

### **Follow-up with Enrolled Youth**

It is largely the responsibility of the sub-contractor to perform follow-up on students. Career Link will also provide guidance in this element of the program. A full-year of follow-up will be provided to all enrolled students after their exit from the program. At the completion of training by the sub-contractor, a mandatory meeting will take place with the staff of Career Link to review the results of the training and the transition to the next phase, be it work, post-secondary training, job search, etc.

Follow-up will be conducted by the Program Coordinator and/or the Career Coach for a period of one year following termination from active participation. This follow-up may be augmented by contact from Career Link staff. Follow-up may include any of the following areas:

- Assistance in securing better paying jobs, career development and further education;
- Tracking the progress of youth with post-secondary plans, goals and objectives ;
- Tracking the progress of youth in employment after training; and
- Assisting students with overcoming barriers through verbal support and guidance.

### **Eligibility for Services**

To participate in a program funded through this program, a youth must meet the following criteria:

1. Be attending and be of Junior or Senior status at time of enrollment, and
2. Not younger than 14 (unless individual with a disability attending school under State law) or older than 21 at the time of receipt of first WIOA youth service, and
3. A low-income individual, and
4. Has at least one additional barrier.

Extremely low academic performers will **not** be appropriate for program enrollment. Low academic performers needs would **not** be best met through this program, but through other school services. Students with a 504 Plan or an IEP may be appropriate, but great care should be taken if the deficiency is primarily related to a cognitive learning disability.

School personnel will be asked to identify potential participants. In addition to the criteria outlined above, the student must be someone who is assessed as needing the proposed program and who can benefit from participation. The staff of Career Link will determine eligibility and together with the instructor, a decision will be made as to whether to enroll a student.

### **Instructor Qualifications**

The instructor(s) will be hired by the sub-contractor district at the appropriate pay grade based on the salary schedule on a ten (10) month contract and reduced if the instructor is part-time.

The instructor(s) is a key factor in the success of the program. When schools select and hire an instructor they are asked to consider the following attributes:

- The instructor should be someone who relates well with at-risk students, cares about them and believes in their ability to succeed;
- The instructor should be someone who works well with other instructors;
- The instructor should be knowledgeable in the subject matter areas included in the curriculum;
- The instructor should demonstrate a willingness to be responsible for someone else's growth;
- The instructor should demonstrate the ability to be flexible;
- The instructor should have an ability to share credit; and
- The instructor needs an appropriate blend of authority and relaxed manner.

## **Local Terms and Conditions**

### **Equal Opportunity:**

The sub-contractor shall not discriminate against any employee or applicant for employment because of age, race, color, religion, sex or national origin. The sub-contractor shall take affirmative action to insure that applicants for employment and employees are treated without regard to their age, race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, termination, rate of pay or other forms of compensation, and selection for training, including apprenticeship.

The sub-contractor shall post in conspicuous places, available to employees and applicants for employment, notices provided by the government setting forth the provisions of the nondiscrimination clause.

The sub-contractor shall state that all qualified applicants will receive consideration for employment without regard to age, race, color, religion, sex or national origin.

The sub-contractor shall cause or require to be inserted in any contract and subcontract for work, or modification thereof all applicable Federal Equal Employment Opportunity provisions.

The sub-contractor shall not discriminate against any WIOA participant because of age, race, color, sex, religion, handicap, political affiliation or nation origin and will take affirmative action to ensure such nondiscriminatory treatment.

The sub-contractor will ensure that all program staff serving WIOA participants complete annual sexual harassment training. Program staff may complete training through Career Link's online training platform or provide documentation of training completed during the applicable program year (July – June).

As a condition to the award of financial assistance under WIOA from the Department of Labor, the sub-contractor assures, with respect to operation of the WIOA funded program or activity and all agreements or arrangements to carry out the WIOA funded program or activity, that it will comply fully with the nondiscrimination and equal opportunity provisions of the Workforce Innovation and Opportunity Act, including the Nontraditional Employment for Women Act of 1991; title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; title IX of the Education Amendments of 1972, as amended; and with all applicable requirements imposed by or pursuant to regulations implementing those laws, including but not limited to 29 CFR Part 34. The United States has the right to seek judicial enforcement of this assurance.

### **Cost Controls:**

All expenditures under this contract shall be reasonable, necessary, and allowable. They shall be properly supported, authorized, paid, and recorded. In no event may the sub-contractor exceed

the total funds available under the contract. The sub-contractor shall maintain records sufficient to support all expenditures under this contract.

If any funds expended under this contract are in violation of the Act, the Regulations, or these contract conditions, the contractor may make necessary adjustments in payments to the sub-contractor on account of such unauthorized or illegal expenditures. The contractor may withhold funds otherwise payable under the contract or request a repayment of funds used for such improper expenditures. Recovery of funds shall be made within 30 days after the contractor makes a request to do so.

**Cash Receipts:**

The sub-contractor shall record the dates on which reimbursement checks were received in the mail. The sub-contractor shall deposit reimbursement checks within a reasonable time period after receipt.

**Methods of Compensation:**

The first payment for program initiation may be an advance for immediate cash needs. Thereafter, payments are to cover expenditures to date.

The sub-contractor will make reimbursement upon receipt of a proper "Request for Reimbursement" form. Requests for reimbursements are to be submitted monthly and no later than the fifteenth of the following month.

Following the termination of the contract, the sub-contractor shall promptly submit all final billings. Final billings must be submitted within 30 calendar days from the termination date.

**Participant Record Keeping Requirements:**

Participant information must be maintained to track attendance and identify costs associated with serving eligible participants.

If applicable, the sub-contractor will have written procedures for the issuance of checks for wages/stipends and written procedures documenting the awarding of incentives/bonuses.

**Record Retention:**

All records pertaining to this contract must be retained for a period of five years from the date of final expenditure of funds or until the resolution of any audits, whichever is longer.

**Termination for Convenience:**

Either the contractor or the sub-contractor may terminate this contract by giving written notice to the other party, 30 calendar days prior to the termination date.

The sub-contractor shall not incur new obligations after a notice of termination is received and shall cancel as many outstanding obligations as possible.

The contractor shall pay the sub-contractor for the contractor's share of any cancelable obligations, properly incurred by the sub-contractor prior to termination.

**Termination Due to Loss of Funding:**

This contract may be terminated in full or in part at the discretion of the contractor in the event the contractor suffers a loss of funding or termination of the grant that funds this contract. In this event, the contractor shall give the sub-contractor written notice that shall explain the loss of funding and any changes in contractual obligations and set forth the effective date of termination of the contract or reduction in funding.

In the event of full termination, the sub-contractor shall not incur new obligations after notice is received and shall cancel as many outstanding obligations as possible. The contractor shall pay the sub-contractor for the contractor's share of any non-cancelable obligations that have been properly incurred by the sub-contractor prior to termination to the extent that funds are available.

**Termination for Cause:**

When it has been determined that the sub-contractor has failed to provide the services specified or failed to comply with any of the provisions contained in this contract, the contractor will notify the sub-contractor in writing of this failure. If the sub-contractor does not respond with an adequate plan within ten working days from receipt of notice, the contractor may terminate the contract.

If an approved corrective action plan has been in place for a reasonable length of time and compliance is still not obtained, the contract may be terminated immediately with written notice. In this event, the sub-contractor shall not incur new obligations after notice is received and shall cancel as many outstanding obligations as possible. The contractor shall pay the sub-contractor for the contractor's share of any non-cancelable obligations, which have been properly incurred by the sub-contractor prior to termination.

**Modification:**

This contract may be modified at any time during contract tenure by mutual written agreement of both parties.

**Disputes:**

Disputes arising out of the terms and conditions of this contract shall be addressed to the Workforce Investment Board.

**Bonding:**

Every officer, director, agent, or employee of a sub-contractor who is authorized to act on behalf of the sub-contractor for the purpose of receiving or depositing funds into program accounts or issuing financial documents, checks, or instruments of payment for program costs shall be bonded to provide protection against loss. The amount of coverage shall be the higher of the following: (1) \$50,000 or (2) twice the amount of the highest planned request for reimbursement.

Prior to initial disbursement of funds to the sub-contractor, the contractor shall receive proof from the sub-contractor, or its insurer, that all persons identified above have been bonded. If the bond is canceled or reduced, the sub-contractor shall immediately notify the contractor.

**Insurance:**

The sub-contractor shall not commence work under this contract until all insurance required hereunder and certificates of proof have been furnished to the contractor. The sub-contractor will provide general liability insurance coverage in the amount of \$1,000,000 per incident, covering the activities of staff and participants assigned to the program while such staff or participants are under the control of the sub-contractor. As applicable, Worker's Compensation coverage must be obtained.

**Indirect Costs**

Indirect costs may be reimbursed if they are included in the budget and the appropriate indirect cost method is used. If the entity has a previously negotiated rate with the Federal or State government, documentation should be provided in order to include that amount in the budget. If there is no previously negotiated rate, the entity may use the de minimus rate.

**Working Conditions:**

The sub-contractor will assure that no participant be required or permitted to work, be trained or receive services in buildings or surroundings that are unsanitary, hazardous to his/her health or safety. The sub-contractor must comply with the State of Illinois Child Labor Laws.

**Equipment:**

The sub-contractor may not purchase non-expendable property without the express written approval by Career Link.

Should such an expenditure be allowed, it is understood that the property purchased by the sub-contractor with funds provided under this contract shall not be the property of the sub-contractor, but shall be held by it in trust for the benefit of the State of Illinois. Upon the termination of this contract and upon the election of the contractor, the sub-contractor shall surrender possession of such property. Additionally, the sub-contractor agrees to maintain appropriate property records and periodically conduct an inventory of all non-expendable personal property purchased under



this contract and to set up adequate maintenance procedures to keep the property in good condition.

**Audits, Monitoring and Inspection:**

At any time during normal business hours, and as often as necessary, the United States Department of Labor, the Illinois Department of Commerce, the Comptroller General of the United States, Career Link, the Workforce Investment Board, or any of their duly authorized representatives shall have access to any books, invoices, payrolls, time sheets, documents, papers and records of the sub-contractor that are directly pertinent to this contract for the purpose of making audit, examination, excerpt or transcriptions, for a period of five years from the date of final expenditure or the resolution of any audit findings whichever is later.

The contractor will monitor and evaluate the contract. The contract will be monitored for compliance with the rules, regulations, and requirements applicable to this contract.

The contract will be assessed to gauge its impact upon the target population and for the effective and efficient use of Workforce Innovation and Opportunity Act funds. Assessments will occur both during the operation of the program and upon its completion. An annual financial and compliance audit will be procured and managed by the sub-contractor in accordance with 2 CFR 200.501. The sub-contractor will provide the contractor with a copy of the final audit as soon as possible.

**Closeout:**

The sub-contractor is required to complete a closeout. This must be submitted no later than 45 days from the end of the contract term. In addition to the signed closeout document, the sub-contractor will submit final general ledger detail to show the revenues and expenditures for the contract.

**Integration Clause:**

The parties to this contract agree that this contract, as written, is the full and complete agreement between the parties and that there are no oral agreements or understandings between the parties other than what has been reduced to writing herein.

**Severability Clause:**

If any provision under this contract or its application to any person or circumstance is held invalid by any court of competent jurisdiction, this invalidity does not affect any other provision or its application of this contract that can be given effect without the invalid provision or application.

**Assigning Interest:**

The sub-contractor must obtain the prior written consent of the contractor before assigning any interest in this contract.

**Sub-Contracting:**

Unless otherwise stated in this contract, no work or services may be sub-contracted.

**Hold Harmless and Indemnity Clause:**

The sub-contractor shall indemnify the contractor and hold it harmless from acts or omissions by an employee assigned to work with the sub-contractor and from any liabilities to third persons resulting from acts or omissions by any employee assigned to work with the sub-contractor.

**Fraud and Program Abuse:**

The sub-contractor will establish safeguards to prohibit employees from using positions for a purpose that is, or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business or other ties.

**Unionization or Anti-Unionization Activities:**

No funds provided under this contract may be used to either promote or oppose unionization.

No individual shall be required to join a union as a condition for enrollment in a program in which only institutional training is provided, unless such training involves individuals employed under a collective bargaining agreement.

**Sectarian Activities:**

No funds provided under this contract may be used in support of any religious or anti-religious activity.

No participants may be employed in the construction, operation or maintenance of such part of any facility that is used or will be used for sectarian instruction or religious worship.

**Workforce Innovation and Opportunity Act:**

The sub-contractor hereby assures that it will comply with all applicable, requirements of the Workforce Innovation and Opportunity Act and all implementing regulations thereof.

**Department of Commerce:**

The sub-contractor must adhere to all Department regulations and requirements pertaining to patent rights, copyrights and rights in data.

**Anti-Kickback:**

The sub-contractor shall comply with the Copeland "Anti-Kickback Act" (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR 3).

**Lobbying Activities:**

No funds provided under this contract may be used for lobbying activities in violation of 18 USC 1913 and Section 123(g).

**Public Access to Records:**

The sub-contractor must adhere to the Illinois and Federal Freedom of Information Act for guidance in what can or cannot be released to the public.

**Davis-Bacon:**

The sub-contractor shall comply with the provisions of the Davis-Bacon Act (40 U.S.C. 276a ti a-7) as supplemented by Department of Labor regulations (29 CFR 5).

**Clean Air Act:**

The sub-contractor shall comply 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. 1386), Executive 11738, and Environmental Protection Agency regulation (40 CFR 15).

**Contract Works Hours and Safety Hazards:**

The sub-contractor shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by the Department of Labor regulations (29 CFR 5).

**Energy Policy and Conservation Act:**

The sub-contractor shall comply with the mandatory standards and policies relating to energy efficiency that are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation (Pub. L 94-163).

**End Local Terms and Conditions**

# Grant Accountability and Transparency Act (GATA)

## Terms and Conditions

### Workforce Innovation and Opportunity Act (WIOA)

#### *(Adult, Youth and Dislocated Workers Programs)*

PY 2016/FY 2017

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## TABLE OF CONTENTS

1. Order of Precedence.....2	d. Recipient Integrity and Performance Matters .....7
2. Training and Employment Guidance Letter.....2	e. Audits.....9
3. Approved Statement of Work .....2	f. Program Income .....9
4. Evaluation, Data, and Implementation.2	g. Supportive Services & Participant Support Costs .....9
5. OTCnet Program Check Capture Legal Notices ..... 2	h. Pre-Award.....9
6. Formula Awards.....2	i. Reports..... 10
a. Applicable Authority.....2	j. Managing Subawards..... 10
b. Notice of Award .....3	k. Final Year/Closeout Requirements..10
7. Funding Restrictions.....3	l. Publicity .....11
a. Administrative Costs.....3	m. Procurement..... 11
b. Consultant Rate Limitation.....3	n. Vendor/Contractor..... 11
c. Mileage Reimbursement Rates .....3	o. Intellectual Property Rights..... 11
d. Foreign Travel.....4	p. Creative Commons License Requirement... 12
8. Administrative Requirements .....4	q. Requirements for Conference and Conference Space.....13
a. System for Award Management and Universal Identifier Requirements.....4	r. Travel..... 13
b. Federal Funding Accountability and Transparency Act.....5	9. Program Requirements..... 13
c. Personally Identifiable Information ...7	10. Appropriations Requirements..... 13

a. Salary and Bonus Limitations.....	13	e. Drug-Free Workplace .....	17
b. Funding for Travel to and from Meetings with an Executive Branch Agency .....	14	f. Hotel-Motel Fire Safety .....	17
c. Reporting of Waste, Fraud and Abuse	14	g. Prohibition on Trafficking in Persons	18
d. Prohibition on Contracting with Corporations with Unpaid Tax Liabilities.....	14	h. Buy American Notice Requirement.	19
e. Prohibition on Contracting with Corporations with Felony Criminal Convictions .....	14	i. Violation of the Privacy Act .....	19
f. Prohibition on Procuring Goods Obtained Through Child Labor.....	15	<b>12. Attachments .....</b>	<b>20</b>
g. Requirement to Provide Certain Information in Public Communications .....	15	<i>Attachment A: SF-424</i>	
h. Restriction on Health Benefits Coverage for Abortions .....	15	<i>Attachment B: TEGL No. 17-15</i>	
i. Restriction on the Promotion of Drug Legalization.....	15		
j. Restriction on Purchase of Sterile Needles or Syringes.....	15		
k. Requirement for Blocking Pornography .....	16		
l. Prohibition on Providing Federal Funds to ACORN.....	16		
<b>11. Public Policy .....</b>	<b>16</b>		
a. Executive Orders .....	16		
b. Veteran's Priority Provisions.....	17		
c. Flood Insurance .....	17		
d. Architectural Barriers .....	17		

## **Order of Precedence**

The terms and conditions of this Notice of Award and other requirements have the following order of precedence if there is any conflict in what they require:

- (1) Workforce Innovation and Opportunity Act (WIOA) Adult, Dislocated Worker and Youth Activities Program Allotments for Program Year (PY) 2016; Final PY 2016 Allotments for the Wagner-Peyser Act Employment Services (ES) Program Allotments; and Workforce Information Grant to States Allotments for PY 2016. Authorization;
- (2) Consolidated Appropriations Act, 2016 (Pub. L.114-113);
- (3) other applicable Federal statutes and their implementing regulations; and
- (4) terms and conditions of award.

## **2. Training and Employment Guidance Letter**

The Training and Employment Guidance Letter No. 17-15 ([http://wdr.doleta.gov/directives/attach/TEGL/TEGL\\_17-15.pdf](http://wdr.doleta.gov/directives/attach/TEGL/TEGL_17-15.pdf)) are hereby incorporated into this Grant Agreement. Recipients are bound by the authorizations, restrictions, and requirements contained in the Funding Opportunity Announcement.

## **3. Approved Statement of Work**

The Training and Employment Guidance Letter (TEGL) No. 17-15 is taken as the Statement of Work. It has been included as Attachment B. If there is any inconsistency between items in this project narrative and any Department of Labor (DOL) regulation, guidance or OMB cost principle, the DOL regulation, guidance or cost principle will prevail.

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

The recipient must cooperate with the DOL in the conduct of a third-party evaluation, including providing DOL or its authorized contractor with appropriate data and access to program operating personnel and participants in a timely manner.

## **5. OTCnet Program Check Capture Legal Notices**

The Department of Labor, Employment Training and Administration will be using U.S. Treasury Paper Check Conversion. Henceforth, processing of Check Payments received in Person or by Mail will be converted into an electronic funds transfer (EFT).

## **6. Formula Awards**

### **a. Applicable Authority**

Funds provided under this grant agreement must be expended in accordance with all applicable federal statutes, regulations and policies, including those of the Workforce Investment and Opportunity Act (as presently in effect and as may become effective during the terms of this Agreement); 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).

### **b. Notice of Award**

Funds shall be obligated and allocated via a Notice of Award (NOA) grant modification. Obligations and costs may not exceed the amount awarded by the NOA modification unless otherwise modified by ETA. Funds are obligated for the amount indicated in the "Modification 0" NOA in accordance with the recipient's award amount. The Federal obligation level will be amended by the Grant Officer to increase (or adjust) amounts available to the recipient as funds become available for obligation and additional Notice of Award (or Deobligation) grant modifications are required and issued.

## 7. Funding Restrictions

### a. Administrative Costs

States receiving formula WIOA funds are limited to spending no more than 5 percent of their annual allotment on administrative costs. Local areas are limited to spending no more than 10 percent of their annual allocation on administrative costs. Flexibility is provided to States and local areas in the statute by allowing administrative funds from the three formula funding streams awarded under subtitle B to be pooled and used together for administrative costs for any of the three programs, at the State and locals' discretion

### b. Consultant Rate Limitation

The total salary and bonus of any consultant that is considered a subrecipient who provides services under a program cannot exceed the daily rate equivalent of the Executive Level II salary level in effect at the time services are rendered.

### c. Mileage Reimbursement Rates

Pursuant to 2 CFR 200.474(a), 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 2015 Mileage Reimbursement Rates are:

Modes of Transportation	Effective/Applicability	Rate per mile
Privately owned automobile	January 1, 2015	\$0.575
Privately owned motorcycle	January 1, 2015	\$0.545

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



#### **d. Foreign Travel**

Pursuant to WIOA section 181 (e), no funds received shall be used for foreign travel.

## **8. Administrative Requirements**

### **a. System for Award Management and Universal Identifier Requirements**

#### **1. Requirement for System of Award Management**

Unless you are exempted from this requirement under 2 CFR 25.110, you as the 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)* means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. 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 identifier required for SAM registration to uniquely identify business entities.

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.

## **b. Federal Funding Accountability and Transparency Act**

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

- i. *Applicability.* Unless you are 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.*

- a. You must report each obligating action described in paragraph [1.i.] of this award term to <http://www.fsrs.gov>.
- b. For subaward information, 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 <http://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—
  - a. the total Federal funding authorized to date under this award is \$25,000 or more;
  - b. 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
  - c. The public does not have access to information about 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 <http://www.sec.gov/answers/execomp.htm>.)

- ii. *Where and when to report.* You must report executive total compensation described in paragraph [2.i.] 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—
  - a. 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
  - b. The public does not have access to information about 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 <http://www.sec.gov/answers/execomp.htm>.)
- ii. *Where and when to report.* You must report subrecipient executive total compensation described in paragraph [3.i] of this award term:
  - a. To the recipient.
  - b. 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:

- i. Subawards, and
- ii. The total compensation of the five most highly compensated executives of any subrecipient.

#### 5. *Definitions.* For purposes of this award term:

- i. *Entity* means all of the following, as defined in 2 CFR part 25:
  - 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;
  - e. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
- ii. *Executive* means officers, managing partners, or any other employees in management positions.
- iii. *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 or a subrecipient considers a contract.
- iv. *Subrecipient* means an entity that:
  - a. Receives a subaward from you (the recipient) under this award; and
  - b. Is accountable to you for the use of the Federal funds provided by the subaward.

- v. *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)):
  - a. *Salary and bonus.*
  - b. *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.
  - c. *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.
  - d. *Change in pension value.* This is the change in present value of defined benefit and actuarial pension plans.
  - e. *Above-market earnings on deferred compensation which is not tax-qualified.*
  - f. 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.

### **c. Personally Identifiable Information**

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. 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)), (located at [http://wdr.doleta.gov/directives/corr\\_doc.cfm?DOCN=7872](http://wdr.doleta.gov/directives/corr_doc.cfm?DOCN=7872))

### **d. Recipient Integrity and Performance Matters**

- A. General reporting requirement. If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal agencies exceeds

\$10,000,000 for any period of time during the project period of this award, then you as the recipient during that period of time must maintain the currency of information in the Federal Awardee Performance and Integrity Information System (FAPIIS)(then you as the recipient during that period of time must maintain the currency of information in the Federal Awardee Performance and Integrity Information System (FAPIIS) about civil, criminal, or administrative proceedings described in paragraph B. of this award term by updating the information in SAM) about civil, criminal, or administrative proceedings described in paragraph B. of this award term. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 417b). As required by section 3010 of Public Law 111-212, all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available.

B. Proceedings about which you must report. Submit the information required about each proceeding that:

1. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from either the Federal Government or a State;
2. Reached its final disposition during the most recent 5-year period; and
3. Is one of the following:
  1. A criminal proceeding that resulted in a conviction, as defined in paragraph E. of this award term
  2. A civil proceeding that resulted in a finding of fault and liability and your paying a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
  3. An administrative proceeding, as defined in paragraph e. 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
4. Any other criminal, civil, or administrative proceeding if:
  - i. It could have led to an outcome described in paragraph B.3.a, b, or c of this award term;
  - ii. It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and
  - iii. The requirement in this award term to disclose information about the proceeding does not conflict with applicable laws and regulations.

- C. 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 B. 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.
- D. Reporting frequency. During any period of time when you are subject to the requirement in paragraph A. 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.
- E. Definitions. For purposes of this award term:
  - 1. 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.
  - a. 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.
  - b. 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.

## **e. Audits**



Organization-wide or program-specific audits shall be performed in accordance with the Single Audit Act Amendments of 1996. Recipients that expend \$750,000 or more in a year in Federal awards shall have an audit conducted for that year in accordance with the requirements contained in 2 CFR 200.501. The provisions of 2 CFR Subpart F, Audit Requirements, will apply to audits of non-Federal entity fiscal years beginning on or after December 26, 2014. The revised audit requirements are not applicable to fiscal years beginning prior to that date.

## **f. Program Income**

The recipient is required to utilize the addition method if any Program Income is generated throughout the duration of this award. The recipient is allowed to deduct costs incidental to generating Program Income to arrive at a Program Income. Additional information about program income is located in 2 CFR 200.307(b).

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

Where authorized in the Workforce Innovation and Opportunity Act, Title I, Subtitle B for Adult and Dislocated Workers, in Subtitle D Sections 167 and 171, or as otherwise allowed in WIOA regulations, funds may be used for supportive services. Participant support costs listed at 2 CFR

200.75 are also approved. No additional prior approval from the Grant Officer is required; however costs must meet the basic considerations at 2 CFR 200.402 – 200.411. Questions regarding supportive services or participant support costs should be directed to the Federal Project Officer assigned to the grant.

## **h. Pre-Award**

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

## **i. 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. ETA 9130 reports are due no later than 45 calendar days after the end of each specified reporting quarter. Reporting quarter end dates are June 30, September 30, December 31, and March 31. A final financial closeout report is required to be submitted no later than 90 calendar days after the grant period of performance ends. For guidance on ETA's financial reporting, reference Training and Employment Guidance Letter (TEGL) 13-12.

ETA requires all grant recipients to submit the 9130 form electronically through an on-line reporting system. Expenditures are required to be reported on an accrual basis, cumulative from the beginning of the life of a grant, through the end of each reporting period.

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 Notice of Award. To gain access to the online financial reporting system, a request for a password and pin must be submitted via e-mail to [ETApasword.pin@dol.gov](mailto:ETApasword.pin@dol.gov). The Financial Report Access Document, copies of the ETA 9130, and detailed reporting instructions are available at [www.doleta.gov/grants/financial\\_reporting.cfm](http://www.doleta.gov/grants/financial_reporting.cfm).

## j. Managing Subawards

*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 the monitoring of the subrecipient, ensuring that the Terms and Conditions are in all subaward packages and that the subrecipient is in

compliance with all applicable regulations and the terms and conditions of this award (2 CFR 200.101(b)(1)).

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

At the end of the grant period, the recipient will be required to close the grant with ETA. The recipient will be notified approximately 15 days prior to the end of the period of performance that the initiation of closeout will begin at the end of the grant. Information concerning the recipient's responsibilities at closeout may be found in 2 CFR 200.343.

## **l. 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 legislature body other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a state, local, or tribal government in policymaking and administrative processes within the executive branch of that government.

## **m. Procurement**

The Uniform Administrative Requirements (2 CFR 200.317) require states to follow the same 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 order or other contract includes any clauses required by section §200.326 Contract provisions. Recipients must also follow the requirements regarding the competitive award of One-Stop Operators and youth

service providers in the Workforce Investment and Opportunity Act at WIOA Sec. 121(d) and sec. 123.

## **n. 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 for the conduct of a Federal program. (2 CFR 200.23) These goods or services may be for an organization's own use or for the use of 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 contractor provided goods and services, DOL ETA recipients and subrecipients must follow the procurement requirements 2 CFR 200.319, which call for free and open competition.

## **o. 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 through selling products developed with grant funds, including intellectual property, these revenues are program income. 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.”

## **p. Creative Commons License Requirement**

Pursuant to 2 CFR 2900.13, to ensure that the Federal investment of DOL funds has as broad an impact as possible and to encourage innovation in the development of new learning materials the recipient will be required to license to the public all work created with the support of this grant under a Creative Commons Attribution 4.0 (CC BY) license. Work that must be licensed under the CC BY includes both new content created with the grant funds and modifications made to pre-existing, recipient-owned content using grant funds.

This license allows subsequent users to copy, distribute, transmit, and adapt the copyrighted Work and requires such users to attribute the Work in the manner specified by the recipient. Notice of the license shall be affixed to the Work. For general information on CC BY, please visit <http://creativecommons.org/licenses/by/4.0>.

Instructions for marking your work with CC BY can be found at [http://wiki.creativecommons.org/Marking\\_your\\_work\\_with\\_a\\_CC\\_license](http://wiki.creativecommons.org/Marking_your_work_with_a_CC_license).

Only work that is developed by the recipient in whole or in part with grant funds is required to be licensed under the CC BY license. Pre-existing copyrighted materials licensed to, or purchased by the recipient from third parties, including modifications of such materials, remains subject to the intellectual property rights the recipient receives under the terms of that particular license or purchase. In addition, works created by the recipient without grant funds do not fall under the CC BY license requirement.

The purpose of the CC BY licensing requirement is to ensure that materials developed with funds provided by this award result in work that can be freely reused and improved by others. When purchasing or licensing consumable or reusable materials, the recipient

is required to respect all applicable Federal laws and regulations, including those pertaining to the copyright and accessibility provisions of the Federal Rehabilitation Act.

#### **q. Requirements for Conference and Conference Space**

Conferences sponsored in whole or in part by the recipient of Federal awards are allowable if the conference is necessary and reasonable for the successful performance of the Federal Award. Recipients are urged to use discretion and judgment to ensure that all conference costs charged to the grant are appropriate and allowable. For more information on the requirements and allowability of costs associated with conferences, refer to 2 CFR 200.432. Recipients will be held to the requirements in 2 CFR 200.432. Costs that do not comply with 2 CFR 200.432 will be questioned and may be disallowed.

#### **r. Travel**

This award waives the prior approval requirement for domestic travel as contained in 2 CFR

200.407. 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.

### **9. Program Requirements**

The Training and Employment Guidance Letter (TEGL) No. 17-15 outlines the program requirements for this award.

### **10. Appropriations Requirements**

Consolidated Appropriations Act, 2016 (Pub. L.114-113).

#### **a. Salary and Bonus Limitations**

Pursuant to P.L. 113-114, Division H, Title I, Section 105 none of the funds appropriated under the heading “Employment and Training” shall be used by a recipient or sub-recipient of such funds to pay the salary and bonuses of an individual, either as direct costs or indirect costs, at a rate in excess of Executive Level II. The Executive Level II salary may change yearly and is located on the OPM.gov website (<http://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/2016/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 of such funds, taking into account factors including the relative cost-of-living in the State, the compensation levels for comparable.

State or local government employees, and the size of the organizations that administer Federal programs involved 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)

#### **b. Funding for Travel to and from Meetings with an Executive Branch Agency**

Pursuant to P.L. 113-114, Division E, Title VII, Section 739, grant funds may not be used for the purposes of defraying the costs of a conference held by any Executive branch department, agency, board, commission, or office unless it is directly and programmatically related to the purpose for which the grant or contract was awarded.

No funds made available through DOL appropriations may be used for travel and conference activities that are not in compliance with Office of Management and Budget

Memorandum M- 12-12 dated May 11, 2012 or any subsequent revisions to that memorandum.

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

Pursuant to P.L. 113-114, Division E, Title VII, Section 743, 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.

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

Pursuant to P.L. 113-114, Division E, Title VII, Section 745, 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, unless a Federal agency has considered suspension or debarment of the corporation and has made a determination that this further action is not necessary to protect the interests of the Government.

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

Pursuant to P.L. 113-114, Division E, Title VII, Section 746, 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, unless a Federal agency has considered suspension or debarment



of the corporation and has made a determination that this further action is not necessary to protect the interests of the Government.

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

Pursuant to P.L. 113-114, Division H, 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 DOL prior to December 18, 2015. DOL has identified these goods and services here: <http://www.dol.gov/ilab/reports/child-labor/list-of-products/index-country.htm>.

#### **g. Requirement to Provide Certain Information in Public Communications**

Pursuant to P.L. 113-114, Division H, 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 recipients 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 200 and, when appropriate, both must be complied with.

#### **h. Restriction on Health Benefits Coverage for Abortions**

Pursuant to P.L. 113-114, Division H, Title V, Sections 506 and 507, Federal funds may not be expended for health benefits coverage that includes coverage of abortions, except when the abortion due to a pregnancy that is the result of rape or incest, or in the case where a woman suffers from a physical disorder, physical injury, including life-endangering physical conditions caused by or arising from the pregnancy itself that would, as certified by a physician, place the women in danger of death unless and 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.

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

Pursuant to P.L. 113-114, Division H, 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 recognized executive-congressional communications or where the grant agreement provides for such use because there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance.

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

Pursuant to P.L. 113-114, Division H, Title V, Section 520, no Federal funds shall be used to purchase sterile needles or syringes for the hypodermic injection of any illegal drug.

#### **k. Requirement for Blocking Pornography**

Pursuant to P.L. 113-114, Division H, Title V, Section 521, no Federal funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography.

#### **l. Prohibition on Providing Federal Funds to ACORN**

Pursuant to P.L. 113-114, Division H, Title V, Section 522, 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.

## **11. Public Policy**

### **a. 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.

**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.

**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>.

## **b. Veteran's Priority Provisions**

The Jobs for Veterans Act (Public Law 107-288) requires recipients to provide priority of service to veterans and spouses of certain veterans for the receipt of employment, training, and placement services in any job training program directly funded, in whole or in part, by 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 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).

## **c. 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 identified flood-prone communities in the United States, unless the community participates in the National Flood Insurance Program and flood insurance is purchased within 1 year of the identification. The flood insurance purchase requirement applies to both public and private applicants for DOL support. Lists of flood-prone areas that are eligible for flood insurance are published in the Federal Register by FEMA.

#### **d. 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.

#### **e. 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 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.

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

Pursuant to 15 U.S.C. 2225a, the recipient must ensure that all space for conferences, meetings, conventions or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (P.L. 101-391, as amended). Recipients may search the Hotel Motel National Master List at <http://www.usfa.dhs.gov/applications/hotel/> to see if a property is in compliance, or to find other information about the Act.

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

I. Trafficking in persons.

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

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

- i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
- ii. Procure a commercial sex act during the period of time that the award is in effect; or
- iii. Use forced labor in the performance of the award or subawards under the award.

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

- i. Is determined to have violated a 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 a 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 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 29 CFR Part 98.

*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—

- 1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
- 2. 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—
  - i. Associated with performance under this award; or
  - ii. 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.*

1. 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.
2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
  - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
  - ii. Is in addition to all other remedies for noncompliance that are available to us under this award.
3. 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:

1. “Employee” means either:
  - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
  - ii. 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.
2. “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.
3. “Private entity”:
  - i. 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.
  - ii. Includes:

A. 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).

B. A for-profit organization.

4. “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).

## **h. Buy American Notice Requirement**

None of the funds made available under this act may be expended by an entity unless the entity agrees that in expending the funds it will comply with sections 8301 through 8303 of title 41, United States Code (commonly known as the “Buy American Act”).

## **i. Violation of the Privacy Act**

These funds cannot be used in contravention of the 5 USC 552a or regulations implementing that section.

## **12. Attachments**

**Attachment A: SF-424**

**Attachment B: TEGL No. 17-15**