

## Contract for Services

Between

Career Link, a division of the United Workforce Development Board  
and

Black Hawk College (DUNS: 05-804-5642)

### Signature Page

Contract # OSY-2024-01

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

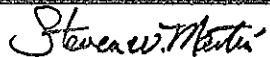
Career Link, a division of the United Workforce Development Board, having received funding from the US Department of Labor to operate Title IB of the Workforce Innovation and Opportunity Act (WIOA), desires to contract with the sub-contractor, identified below, to implement the provisions of this contract for services. Funds for this contract provided from federal WIOA allocations awarded to Career Link on July 1, 2024.

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.

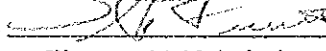
**The contract shall take effect on July 1, 2024 and terminate on June 30, 2025.** This contract is renewable for two additional years at the discretion of Career Link.

Career Link agrees to pay the sub-contractor allowable costs incurred in the performance of this contract up to **\$80,000**.

This contract consists of the Signature Page, Table of Contents, Definitions, Budget, Work Statement, Local Terms and Conditions, and GATA Terms and Conditions. This contract contains 46 pages.



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



Steven Frommelt, \_\_\_\_\_, Executive Vice President, Black Hawk College, 6600 34<sup>th</sup> Avenue, Moline, Illinois 61625, do hereby agree to the terms contained in this contract by our signatures affixed above on this **30<sup>th</sup> day of June, 2024**.

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## **Definitions**

Career Link	The entity that administers WIOA Title IB funds.
Career Planner	Formally known as a Case Manager.
Contractor	The entity that awards funds to a provider of service. Career Link is 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 IB 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 Fulton, Marshall, Mason, McLean, Peoria, Stark, Tazewell, and Woodford comprise WIOA Region 15.
Work Experience	A planned, structured learning experience in a workplace for a limited period of time. Career Link is the employer of record.

# Budget

## SUBCONTRACTOR BUDGET

<b>APPLICANT ORGANIZATION:</b> <u>Black Hawk College</u>	<b>TOTAL BUDGET:</b> \$ <b>80,000.00</b>
<b>DUNS:</b> <u>58-804-5642</u>	
<b>CONTRACT NUMBER:</b> <u>OSY-2024-01</u>	

### STAFFING COSTS

<b>TITLE:</b>	Stark County Youth Advisor	<b>% Wages &amp; Benefits Attributed to Contract:</b>	100%
<b>NAME:</b>	Etta Flora		
<b>WAGES:</b>	40 hrs. per wk. at \$ 21.00 per hr. for 52 weeks	=	\$ 43,680.00
		<b>BENEFITS:</b>	\$ 10,686.00
		<b>RETIREMENT/SURS:</b>	\$ 6,105.00
<b>TITLE:</b>	Community Education Center Coordinator	<b>% Wages &amp; Benefits Attributed to Contract:</b>	10%
<b>NAME:</b>	Valerie Painter		
<b>WAGES:</b>	4 hrs. per wk. at \$ 26.15 per hr. for 52 weeks	=	\$ 5,439.20
		<b>BENEFITS:</b>	\$ 1,082.80
		<b>RETIREMENT/SURS:</b>	\$ 760.00
<b>TITLE:</b>	Math Tutor	<b>% Wages &amp; Benefits Attributed to Contract:</b>	100%
<b>NAME:</b>	TBD		
<b>WAGES:</b>	2 hrs. per wk. at \$ 15.00 per hr. for 52 weeks	=	\$ 1,560.00
		<b>BENEFITS:</b>	\$ -
		<b>RETIREMENT/SURS:</b>	\$ -
<b>TITLE:</b>		<b>% Wages &amp; Benefits Attributed to Contract:</b>	
<b>NAME:</b>			
<b>WAGES:</b>	hrs. per wk. at  per hr. for  weeks	=	\$ -
		<b>BENEFITS:</b>	
		<b>RETIREMENT/SURS:</b>	
<b>TITLE:</b>		<b>% Wages &amp; Benefits Attributed to Contract:</b>	
<b>NAME:</b>			
<b>WAGES:</b>	hrs. per wk. at  per hr. for  weeks	=	\$ -
		<b>BENEFITS:</b>	
		<b>RETIREMENT/SURS:</b>	
<b>STAFFING SUBTOTAL</b>			<b>\$ 69,313</b>

<b>ICAPS COSTS</b>	<b># Students</b>		<b>Cost</b>			<b>Amount</b>
ICAPS TUITION & FEES	0	students at	\$	-	each	\$ -
ICAPS BOOKS & MATERIALS	0	students at	\$	-	each	\$ -
ICAPS SUPPORT SERVICES	0	students at	\$	-	each	\$ -
<b>ICAPS SUBTOTAL</b>						<b>\$ -</b>

<b>OPERATING COSTS</b>	<b>Amount</b>
Office Supplies	\$ 153
Printing	\$ 100
Professional Development	\$ 250
Staff Travel, including to Professional Development	\$ 900
	\$ -
	\$ -
	\$ -
	\$ -
<b>OPERATING SUBTOTAL</b>	
	<b>\$ 1,403</b>

<b>PROGRAMMATIC COSTS</b>	<b># Students</b>		<b>Cost</b>			<b>Amount</b>
CASAS/TABE Supplies	15	students at	\$	72.00	each	\$ 1,080
Student Tuition	5	students at	\$	130.00	each	\$ 650
Student Tuition	7	students at	\$	85.00	each	\$ 595
Student Tuition	4	students at	\$	165.00	each	\$ 660
Instructional Materials	4	students at	\$	59.00	each	\$ 236
Student Travel	7	students at	\$	245.00	each	\$ 1,715
Student Engagement Activities	5	students at	\$	46.67	each	\$ 233
Student Support Services	5	students at	\$	63.00	each	\$ 315
Student Tuition	0	students at	\$	129.00	each	\$ -
<b>PROGRAMMATIC SUBTOTAL</b>						<b>\$ 5,484</b>

## Incentive System

A financial incentive system will be offered to encourage perseverance and participation in goal-directed activities. Incentives may be modified, with prior approval from Career Link, as the need arises to make them more effective and appropriate in promoting program successes. The subcontractor will issue incentives directly to students. Incentives must be awarded throughout the year and may not be withheld from students until completion of the program. Every award will be fully documented and receipt of each incentive will be signed for by the student and the records saved by the subcontractor.

- Student incentives may not be incurred after 30 days upon attaining a GED.
- Maximum incentive awards per student may not exceed \$500 for the duration of the student's enrollment with Career Link.

INCENTIVES							Amount
Example: Enroll in post-secondary training or military.							
2	awards at	\$ 10.00	each	\$ 20.00	multiplied by	15 students =	\$ 300
Enrollment incentive student completed paperwork and CASAS Testing							
1	awards at	\$ 15.00	each	\$ 15.00	multiplied by	15 students =	\$ 225
Pass any of the four GED Practice Tests with a score of 150 or better							
1	awards at	\$ 25.00	each	\$ 25.00	multiplied by	25 students =	\$ 625
Pass any of the GED Official Tests with a score of 145 or better							
1	awards at	\$ 50.00	each	\$ 50.00	multiplied by	20 students =	\$ 1,000
Pass any of the four GED Practice Tests with a score of 165 or better							
1	awards at	\$ 35.00	each	\$ 35.00	multiplied by	4 students =	\$ 140
Pass any of the GED Official Tests with a score of 165 or better							
1	awards at	\$ 65.00	each	\$ 65.00	multiplied by	3 students =	\$ 195
Earned GED Certificate							
1	awards at	\$ 100.00	each	\$ 100.00	multiplied by	6 students =	\$ 600
Attendance for AM GED Class (at least 3 out of 4 days/week and 6 hours or more)							
1	awards at	\$ 15.00	each	\$ 15.00	multiplied by	10 students =	\$ 150
Attendance for PM GED Class (at least 2 out of 3 days/week and 4 hours or more)							
1	awards at	\$ 10.00	each	\$ 10.00	multiplied by	6 students =	\$ 60
Advance one NRS Level in Reading or Math on CASAS Tests							
1	awards at	\$ 50.00	each	\$ 50.00	multiplied by	5 students =	\$ 250
Unpaid work/volunteer/service learning project (up to 5 experiences)							
1	awards at	\$ 15.00	each	\$ 15.00	multiplied by	5 students =	\$ 75
Completing approved resume							
1	awards at	\$ 20.00	each	\$ 20.00	multiplied by	7 students =	\$ 140
Complete Essential Ed Career Ready Program							
1	awards at	\$ 80.00	each	\$ 80.00	multiplied by	3 students =	\$ 240
Other educational/employment activities negotiated as needed.							
1	awards at	\$ 20.00	each	\$ 20.00	multiplied by	5 students =	\$ 100
<b>MAXIMUM INCENTIVE CAP PER STUDENT:</b>				<b>\$ 500.00</b>	<b>INCENTIVES SUBTOTAL</b>		<b>\$ 3,800</b>

## Work Statement

This contract has been entered into for the purpose of providing a drop-out recovery program for the high school drop-outs who are in need of literacy and/or numeracy remediation. The contract begins July 1, 2024 and will terminate on June 30, 2025, but may be extended for two additional years if mutually agreed to.

**The funding amount is \$80,000. The enrollment goal is 15 students.**

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.

Career Link cannot pay for any service or activity that is already provided by another organization as long as that service is reasonably available to Career Link clients. Any activity that is reimbursed by Career Link must be **new, additional, or unique**. Combining instruction to Career Link youth with non-Career Link students is discouraged due to the problems created in segregating costs.

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.

To participate students must meet the eligibility criteria for out-of-school youth as defined in the Workforce Innovation and Opportunity Act (WIOA). 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.

### 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. **Measureable Skills Gain (MSG)** – at least 55% of the students will attain a measureable skills gain (MSGs are indicators used to track important achievements of WIOA participants).
3. **Post High School Status** – Percentage of participants who are in postsecondary education, advanced training, employment, military service, apprenticeship in the 2<sup>nd</sup> and 4<sup>th</sup> 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 76% is established for this measure. Juniors who exit the program after their junior year will be counted as not meeting this goal.

4. If a student drops out of the Program, the Grant Coordinator should contact Career Link Liaison immediately to discuss plan of action for youth.

Performance level percentages may change depending on annual negotiations with the State. The above goals are suggestive of what it is believed are achievable minimum goals. Experience may determine that these goals are either too low or too high. A youth may be terminated from the program even if only one goal is met or if no further progress is thought possible. The overall goal, however, is for the youth to achieve all three goals.

## **Program Design**

Black Hawk College will provide the intensive education and employment skills program for Stark County youth and youth from surrounding counties who may benefit from enrollment in Black Hawk College's program. Consensus from both Black Hawk College and Career Link will be required for students outside of Peoria County. The program will serve students, ages 16-24, that have dropped out of high school, preferably have a deficiency in literacy or numeracy, and will be provide an opportunity to participate in a GED Recovery Program. Students will become self-sufficient by receiving education and workforce preparation needed to succeed through three basic goals:

1. increased literacy or numeracy achievement by at least one educational functioning level;
2. obtain employment or attend post-secondary training after completion, and
3. obtain a GED.

The College's GED program measures NRS gains in literacy and/or numeracy on a periodic basis, generally two times a semester. This schedule can be adjusted to the needs of Career Link for students in this program. Information in career exploration, job readiness skills, and job search techniques will be ongoing for all enrolled youth.

The Service Provider will be monitored for compliance with the terms of the contract by Career Link and possibly monitors from the Illinois Department of Commerce and Economic Opportunity.

Some supportive services will be available to the youth, such as childcare, transportation allowance, and emergency needs. These supportive services will be arranged and paid for directly by Career Link unless other arrangement are established with the Service Provider.

## **Communication with Career Link**

The program staff will be continuously available for all types of communication with Career Link staff and the Transition Services Provider. Communication is vital to ensure full and appropriate support of students from selection for the program through follow-up post-program. The subcontractor 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.



## **Eligibility for Services**

To participate, a youth must be:

1. A high school drop-out and not participating in a GED preparation program at the time of enrollment, and
2. Not younger than 16 (unless individual with a disability attending school under State law) or older than 24 at the time of receipt of first WIOA youth service.

The Service Provider will be responsible for making an initial identification of appropriate students. Career Link staff will assess individuals referred by the Service Provider and will administer the TABE/CASAS to determine literacy/numeracy deficiencies. (In some cases, the Service Provider may wish to administer the TABE/CASAS.) The Career Link staff will examine the barriers and suitability of the individual to successfully participate in the drop-out recovery program as well as meeting the general eligibility requirements. Additional information will be provided to the Service Provider to assist them in making the initial identification.

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.

The Service Provider will 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. Student eligibility must be completed and certified by Career Link staff before enrollment into the GED program. Career Link has the final decision regarding entry into the GED program.

## **Enrollment Format**

This program will operate in an open entry – open exit format. Youth will enroll in the Stark County Youth Program immediately when they are committed and approved by Career Link and exited when approved by Career Link. Enrollment in Black Hawk College's GED program will follow standard practice, which is to accept students every three weeks in a set entry format.

## **Staff Qualifications**

The Service Provider will ensure that all program staff serving WIOA participants complete annual sexual harassment training completed during the applicable program year (July – June), and provide documentation of completed training during end of year monitoring by Career Link.

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.

Black Hawk College personnel directly involved with the Stark County Youth Program include the Youth Advisor, the CEC Coordinator, and GED faculty. The Stark County Youth Advisor has primary responsibility for case management, personal and academic advisement, pre-employment skills instruction, job development, and employment support services. General program operation, activities with partner programs, new program development, maintaining the program's financial records, compliance requirements, tutoring, and student support work are the responsibility of both the Stark County Youth Advisor and the CEC Coordinator.

Clerical support, customer service, instructional support of student records for the project is provided by the Intake and Assessment Specialist.

Qualifications for the Stark County Youth Advisor include a minimum of a bachelor's degree in education or human services and experience with occupational or job skills instruction or equivalent experience.

This application proposes employing one full time person and a percentage of pay for a portion of the Community Education Center (CEC) Coordinator (10% or a total of four hours/week). New this year will be a request for funding for a math tutor (four hours/week). Our experience has shown that the GED math exam takes the longest for students to pass and gives them the most anxiety.

The program will benefit from the in-kind work from other Black Hawk College staff and faculty. Those staff include the Intake and Assessment Specialist, the GED faculty, the Associate Dean of Adult and Continuing Education, the campus advisors, and welding, healthcare, and automotive faculty. They will be paid entirely from funds from BHC and not from this grant.

A full-time Youth Advisor will be a student's prime point of contact. Student testing and instruction will be administered by the GED faculty and records will be organized by the Intake and Assessment Specialist. The CEC Coordinator will help develop activities, network with Stark County businesses and community groups, and assist with reporting. The Associate Dean of Adult and Continuing Education will provide overall guidance to the program.

## **Program Elements**

The Service Provider will provide all four required program elements – instruction for GED preparation, for literacy and numeracy gains, for employment related skills, and incentives to motivate students to achieve. The Service Provider will also partner with other groups and businesses to provide Work Experience.

### **1. GED Preparation**

All elements of this program are designed to help students acquire skill, knowledge, and character qualities that will assist them in finding success in life and the ability to contribute to their family and their community. One of the strengths of this program is the ability to access the post-secondary education resources of Black Hawk College and the multitude of employment resources available at the CEC.

Enrolled students use a variety of methods to study for the GED examination. The program is intentional about helping students reverse patterns of academic failure which were previously experienced. Study for the GED involves adopting the characteristics of a self-regulated learner, using available learning resources, incentivizing to motivate, and using cognitive strategies for better learning.

The actual study of the GED covers the four testing areas, as well as the Constitution Modules, as needed. Students work in standard GED preparation texts, the Essential Education GED Academy online program, and other on-line materials as needed. Some course work is contextualized using healthcare, welding, and automotive content (depending on the student's interests). Tutoring and study skills assistance are provided to meet individual needs and goals. Adult literacy volunteers or paid math tutors will be available through this funding and BHC GED program. Gains in literacy and/or numeracy occur as part of the study process for the GED. Black Hawk College tracks the progression of students through educational functioning levels and incentives tied to increases.

Career exploration, job readiness skills, and job search techniques are a part of the instructional curriculum students experience while in the program. Students are expected to investigate different career options, develop a polished resume, practice interviewing, and develop job search techniques. In addition, students practice time management, problem solving, conflict resolution, teamwork, and an understanding of diversity as part of job readiness.

Students work primarily at the CEC with a computer lab (equipped with a digital projector, smartboard, and document cam), a classroom, and private study areas. Students have access to up-to-date written and computer-based instructional materials to prepare for the GED exam and to acquire skills for employment.

Assessments are done when a student enrolls utilizing the Comprehensive Adult Student Assessment Systems (CASAS) in literacy and numeracy. This provides grade levels as used by Career Link. When the student is ready, the Official Practice GED exam is used to assess how close a student is to passing the GED and provide specific curriculum recommendations to improve performance on the actual GED exam.

The latest GED books from Steck-Vaughn, Princeton and Kaplan are available for classroom work and, if possible, for students to take home. Contextualized GED instruction in the welding and healthcare areas and programs at the CEC, utilize college textbooks when needed.

Black Hawk College's GED class uses the Essential Education GED Academy as an important instructional method. This program is favored by students and has an interactive curriculum which includes material for the GED, pre-GED academics, CASAS Academy, and several work habit and vocational content areas. Essential Education is accessible online anywhere internet access is available. This makes the instruction usable at off-site locations such as a student's home, a public library, or the Career Link office. Aligned to the College and Career Readiness Standards (CCRS), Essential Education features short, mastery-based video lessons and assessments, interactive tutor options and 24/7 access which makes it highly effective and very practical for the students.

Other instructional programs that are available online and are integrated into GED instruction include the GED.com study guides, Constitution Study Modules (Illinois Graduation Requirement), and Khan Academy. Besides GED materials, Black Hawk College has a complete assortment of Pre-GED and GED-Prep materials for reading and math improvement to accommodate learners in all levels.

The Stark County Youth Program provides career exploration, job readiness, and job search training in ways which are motivating and realistic. Students leave the program prepared for employment or further education. Student goals in this area are established jointly by Career Link staff, the Stark County Youth Program staff, and the student.

The program takes full advantage of the Black Hawk College's extensive career preparation areas and resources as well as the strong partnerships that exists with area businesses. Work experience through direct employment or subsidized positions through Career Link is also a part of the program. Youth benefit from participation in a variety of job searches, interviews, and simulated work experiences.

Students learn to search the internet for job resources. Instruction is given on the use of the Illinois workNet website, Essential Education, job search sites such as Indeed.com, and free resume templates through Microsoft Word. Students are encouraged to take advantage of these resources. Other career courses and workshops (web-based and teacher-led) include decision-making, career research, education/training research, autobiography, values inventory, work skills, completing a resume, cover letters, securing recommendations, attire for an interview, job shadowing, and visits to a college/training class. Students also attend college and community job and career fairs and capitalize on the recruitment activities that are held at the CEC.

The Service Provider is required to assist Career Link in attaining a copy of the youth's GED certificate or transcript from the Regional Office of Education.

## **2. Literacy and Numeracy Gains/Measureable Skills Gains**

The program must provide for specific gains in literacy and/or numeracy, as appropriate, based on the initial assessment with the TABE or CASAS. The standard of achievement is for the youth to

increase at least one educational functioning level in at least one area of deficiency. Measurable Skills Gains (MSG) are indicators used to track important achievements of WIOA participants. A student in a GED program can earn a MSG by completing their GED or increasing a reading or math grade level. Attainment of the MSG will be determined by a post-test. The post-test must be the same type (TABE/CASAS) as the pre-test. The Service Provider should work with Career Link to develop an individualized plan for when students should be post-tested.

Career Link has the final decision regarding entry into the GED program. Achievement of educational gain must take place within one year from the date of first participation. Ideally, the youth will be able to attain their GED within one calendar year of entering the program.

The purpose of the Measurable Skill Gains (MSG) indicator is to track and measure important progressions and achievements made by WIOA clients (entered in training or education), through pathways and towards various goals of their individual programs. A gain must be recorded for a client each year (July 1 – June 30) they are enrolled in training or education and progress satisfactorily in one or more areas of their employment or training program.

The Service Provider and the Career Link Career Planner must meet to evaluate each youth's progress towards MSGs no later than six (6) months after enrollment.

### **3. Employment-related Skills**

The program must provide information in Career Exploration, Job Readiness Skills, and Job Search Techniques in order to enhance the youths' ability to obtain employment or to attend post-secondary educational training. The program provider is responsible for providing adequate training and counseling to assist the youth in achieving one of these outcomes mentioned above, up to the point where the youth has been terminated from the program. Goals for attainment of benchmarks in the area will be jointly established between Career Link staff and Service Provider staff. These Work Readiness goal achievements will flow naturally from the delivery of this element.

### **4. Incentives**

Addressed above in the Incentives System section of this document.

### **ICAPS Training**

The ICAPS program provides opportunities for students to earn certificates through Black Hawk College's Professional and Continuing Education (PaCE) Department. The following courses will be offered to the Stark County students through this funding: American Heart Association Heartsaver First Aid/CPR/AED, Fork Truck Operator Safety and Driving Training, and Food Protection Manager Certification. The Stark County Youth Advisor coordinates BHC tours of the East Campus facility for students to visit the Automotive Technology Lab, Veterinary Sciences Center, and Welding & Skilled Trades Center. A tour of Illinois Central College's East Peoria campus is also planned for students interested in their Heating, Ventilation, and Air Conditioning (HVAC) Program, and trips to learn about the healthcare industry are planned to OSF St. Luke Medical Center and Kewanee/Stark County assisted living facilities and nursing homes.

Black Hawk College did not request ICAPS funds in their budget.

Automotive Technology Lab BHC East Campus	Travel to Stark County (Bradford, Wyoming & Toulon) - pick up students in BHC van, transport to the Automotive Tech Lab, talk with instructor, and observe enrolled students in class.	3 trips at \$40 each Total \$120
Veterinary Sciences Center BHC East Campus	Travel to Stark County (Bradford, Wyoming & Toulon), pick up students in BHC van, transport to the Veterinary Sciences Center, talk with instructor, and observe enrolled students in class.	3 trips at \$40.each Total \$120
Welding & Skilled Trades Center BHC East Campus	Travel to Stark County (Bradford, Wyoming & Toulon), pick up students in BHC van, transport to the Welding & Skilled Trades Center, talk with instructor, and observe enrolled students in class	3 trips at \$40 each Total \$120
HVAC Center Illinois Central College (E. Peoria)	Travel to Stark County (Bradford, Wyoming & Toulon), pick up students in BHC van, transport to the HVAC Center, talk with instructor, and observe enrolled students in class.	2 trips at \$70 each Total \$140
OSF St. Luke Medical Center (Kewanee)	Travel to Stark County (Bradford, Wyoming & Toulon), pick up students in BHC van, transport to OSF St. Luke Medical Center (Kewanee) and meet with their Public Relations & Communications Coordinator for facility tour.	2 trips at \$40 Total \$80
Assisted Living Facilities/Nursing Homes in Kewanee and Stark County	Travel to Stark County (Bradford, Wyoming & Toulon), pick up students in BHC van, transport to visit to nursing homes/senior living facilities, meet with administrator for a tour.	3 trips at \$40 each Total \$120

## Work Experience Component

Students who demonstrate regular and reliable patterns of attendance, work ethic, and academic performance are selected to participate in a related work program. Worksites are arranged by the Service Provider and the Career Link Career Planner. Efforts are made to place students in sites that are compatible with their interests or previous work experiences and are easily accessed, especially when transportation is a challenge for the student. Career Link will establish a contractual agreement with the employer at the request of the Service Provider. Career Link will pay the youth the current Illinois minimum wage or up to \$5.00 above the minimum wage, depending on the prevailing entry-level wage for the work site. Work Experience may continue up to 1,800 hours, or up to eighteen (18) months duration, whichever occurs first. Student workers cannot exceed 29 work hours per week. Career Link should be made aware of issues at worksites and should be contacted before a student is removed from a worksite. The subcontractor will initiate the process of placing students in job, in conjunction with Career Link oversight.

The program works with Career Link to provide Work Experience in Stark County with local employers. Black Hawk College will leverage established relationships with local employers, the Chamber of Commerce, and Economic Development officials to facilitate suitable job placements.

The program design includes an important component involving employers in the learning process so that students are better prepared for entry into the workforce.

### **Transition to Employment or Post-Secondary Training**

The subcontractor will provide a comprehensive transition program to support GED graduates in their pursuit of post-secondary education or employment, including but not limited to career assessments, job placement services, and referrals to local education and training providers. The subcontractor will work collaboratively with Career Link to identify and address barriers to successful transition, and shall provide regular updates on its progress towards achieving these goals.

One of the program objectives is to prepare youth to be valuable workers and create a future career path. As soon as a student enrolls, career planning will begin and will include consideration of employment, advanced training, and post-secondary education.

Staff, partner activities, and classes will emphasize that income stability comes from a strong employment history and advanced training. Students near completion of their GED will be linked with BHC career advisors to discuss further education. Career Link staff and Stark Youth Services staff will meet with students to discuss their next step. Updates will be made to the students' Individual Employment Plans to reflect these discussions. After GED graduation, the Stark County Youth Advisor will stay in contact with students and offer assistance throughout the follow-up period.

Students will participate in a variety of activities to prepare them for work, connect to employers, and to help them consider post-secondary training. BHC staff will assist with job search efforts and provide employer recommendations.

The program will prepare students for post-secondary school by using many of the BHC's resources. College recruitment, career counseling, and financial aid staff meet with students (in class and privately) to help them consider the next step if their choice is to continue their education.

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

It is largely the responsibility of the subcontractor to perform follow-up on students in partnership with a Career Link Transition Services Provider. Each youth must have a follow-up period of one year. 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 subcontractor, a mandatory meeting will take place with the staff of Career Link to review the results of the training and the move to the next phase, be it work, post-secondary training, job search, etc.

## **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)*

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## **1. 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. 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/excomp.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](#)**