



YUMA COUNTY

Innovative Workforce Solutions

DBA: Yuma Private Industry Council, Inc.

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Cost Reimbursement Contract

**Dislocated Workers Full Services:
Career, Training, and Follow-Up Services**

**Arbor E&T
dba EQUUS Workforce Solutions**

Contract No. AH24-07-01/Dislocated Worker Full Services

Contractor: Arbor E&T dba EQUUS Workforce Solutions 805 N. Whittington Parkway Louisville, KY 40222	Effective Date of Contract: July 1, 2024
	Expiration Date of Contract: June 30, 2025
Contacts: Mark Douglass President Phone: (646) 647-9747 Email: Mark@Equusworks.com Eric Walker Regional Director Phone: (805) 714-4589 Email: Eric.Walker@Equusworks.com	Contract Value: (Cost reimbursement) Total: \$490,000.00
	Funding Source: Workforce Innovation and Opportunity Act
Description of Services: To provide full services to Dislocated Workers: Career Training, and Follow-Up Services.	

Cost Reimbursement Contract
**“Dislocated Workers Full Services: Career Services, Training, and Follow-
Up Services”**
EQUUS Workforce Solutions, Contractor

Programs under Workforce Innovation and Opportunity Act (WIOA)

This is a *Cost Reimbursement Contract*, hereinafter called Contract, entered between the Yuma Private Industry Council, Inc., hereinafter called YPIC and EQUUS Workforce Solutions hereinafter called Contractor.

WITNESSETH

WHEREAS, the Yuma County Local Workforce Development Board (YCLWDB), operated by YPIC, requires the services of a Contractor qualified to provide comprehensive Workforce Innovation Opportunity Act (WIOA) programs and services for Dislocated Workers;

WHEREAS, Contractor is qualified and willing to provide such programs and services;

WHEREAS, pursuant to the Request for Proposal to provide services in Yuma County, under the Workforce Innovation and Opportunity Act (WIOA) Dislocated Workers Services, for PY 2021-2022, the Contractor submitted a proposal found advantageous to YPIC;

WHEREAS, YPIC granted a contract to the Contractor to provide **Career, Training, and Follow-Up Services to Dislocated Workers** for PY 2021-2022; 2022-2023; 2023-2024.

WHEREAS, YPIC will grant a new contract to the Contractor to provide the **Dislocated Workers: Career, Training, and Follow-up Services** for PY2024-2025.

WHEREAS, an agreement between YPIC and EQUUS Workforce Solutions, with the approval and execution of the YCLWDB, is necessary to set forth the responsibilities of the Dislocated Workers Program for the 2024-2025 contract year.

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE I – PURPOSE

To provide Career, Training, and Follow-Up Services to Dislocated Workers Ages 18 and over, in Yuma County, with funding provided by the Workforce Innovation and Opportunity Act Dislocated Workers Program.

ARTICLE II – TERMS & CONDITIONS

- A. This contract shall commence on **July 1, 2024**, and shall terminate on **June 30, 2025**, unless sooner terminated or further extended pursuant to this contract.

- B. YPIC may elect to de-obligate funds authorized in this contract should performance fall below a satisfactory level, and as specified on the Yuma Private Industry Council Inc., Terms and Conditions (June 2024 Edition) Section 72.
- C. All terms and definitions cited in the Workforce Innovation and Opportunity Act (WIOA) of 2014 and related regulations are expressly applicable to this contract.
- D. The provisions of this contract are subject to the requirements of the Workforce Innovation and Opportunity Act. Subsequent changes to WIOA shall become effective for the administration of this contract upon notification of such changes by YPIC to the Contractor.
- E. As the Subrecipient of Federal award, EQUUS Workforce Solutions is required to follow the Uniform Guidance.
- F. All funding under this contract is contingent upon the availability of Federal and State funds and continued authorization for program activities. This contract is subject to modification or termination due to lack of funds or changes in the legislative authority, which would impact the performance of this contract.
- G. The Contractor will use the ARIZONA@WORK branding for all purposes.

ARTICLE III – SCOPE OF WORK

- A. This contract shall be effective on **July 1, 2024**, and end on or before **June 30, 2025**, unless sooner terminated or further extended pursuant to this contract.
- B. The Workforce Innovation and Opportunity Act requires the Contractor has the duty of being a workforce systems provider which involves coordinating services in a delivery system available to all its customers and agrees to undertake, perform, and complete this task in an expeditious, satisfactory, and professional manner which includes the duties, services, and requirement set forth.
- C. The parties agree the Contractor shall provide services as required per WIOA, State and Federal regulations, State Policy, and Local Policy as amended by State and Federal regulations including Training Employment Guidance Letters (TEGLs) which may be promulgated from time to time and compliance with WIOA Section 188 of the Workforce Innovation and Opportunity Act and the nondiscrimination and equal opportunity provisions of WIOA.
- D. The Contractor will provide services as described in the response to the Adults and Dislocated Workers Request for Proposal (RFP) and the Packet and Attachment issued January 19, 2021, to the extent not inconsistent with the provision of this contract.
- E. The hours of operation must coincide with the One Stop Center. The current hours are Monday – Thursday 8:00 am – 5:00 pm and Friday 9:00 am – 5:00 pm with one hour of administrative time per week. The Contractor will follow YPIC’s holiday schedule. Non-traditional hours can be scheduled to accommodate the special needs of the local economy and community.

F. The Contractor will use the ARIZONA@WORK branding for all purposes.

G. The Contractors must have vision, innovation, accountability, and effective use of resources in workforce development programs. In the interest of establishing seamless service delivery for all prospective clients, and in keeping with the spirit of WIOA as it pertains to the participation the Contractor will operate in the most effective and integrated manner possible. The Contractor will ensure customer flow through a seamless service using the AJC, ISDS, and CRS to identify the needs of the jobseekers. This includes offering virtual and in-person services.

H. Under WIOA, the Dislocated Workers program is designed to provide quality employment and training services to assist eligible individuals in seeking and obtaining meaningful employment. Moreover, through WIOA the Dislocated Workers Program employers receive assistance with finding the skilled workers they need to compete and succeed in business. The Contractors will be responsible for the recruitment of job seekers and businesses for WIOA services. All recruitment and marketing materials must have the appropriate tag lines.

I. WIOA Registration/Eligibility Determination and Verification:

The Contractors are responsible for determining eligibility, suitability, identifying barriers, and collecting and verifying all necessary eligibility documents. These verification documents must be maintained electronically. Electronic files are subject to ongoing review by the YCLWDB staff and it is recommended that contract supervisors confirm eligibility and review data entered. The Contractor may request technical assistance as needed to help assure compliance with eligibility requirements. The Contractor will have seven (7) business days to enter data in the AJC system. The YCLWDB staff will provide technical assistance at the request of the Contractor on the eligibility determination process, how to use the Integrated Services Delivery System (ISDS), and use the State WIOA database reporting system known as Arizona Job Connection (AJC) and any other data internal management systems.

J. Initial Assessment:

WIOA requires that Dislocated Workers service contractors administer or obtain a thorough and in-depth assessment of the academic level, skill levels, and service needs of each participant prior to enrollment into individualized and/or training WIOA. For basic academic skills, the YCLWDB requires that Contractors use the Tests of Adult Basic Education (TABE). Other assessment tools should be utilized for assessing career interests and aptitudes, etc. (i.e., My Next Move and Traitify).

K. Case Management:

The Contractor will deliver high-quality career services that create training and employment opportunities for economic and career success connecting jobseekers with employer-driven job placement. The Contractor will need to seek and contact prospective employers to develop on-the-job training, internships, and work experience. The Contractor will engage participants at a meaningful frequency (bi-weekly), driven by needs, career interests, and goals, as well as the scope and objectives of the program. The Contractors will document such engagement appropriately in the participant case files. The Contractor will have 7 business days to enter data into all local associated data internal management systems. The

Contractor will maintain an even distributed caseload per staff member. All case notes and documents must be kept confidential.

L. Career Services:

There are three types of "career services": basic career services, individualized career services, and follow-up services. These services can be provided in any order; there is no sequence requirement for these services. Career services under this approach provide local areas and service providers with the flexibility to target services to the needs of the customer. The three categories of career services are listed as follows and defined in the State Policy Chapter 2 - Section 100 and Federal Register. The three categories of career services are defined as follows:

1. **Basic Career Services** Basic career services must be made available to all adults accessing the one-stop delivery system in each Local Workforce Development Area (LWDA); however, not all individuals will receive all services. When an adult receives a basic career service that requires significant staff assistance, he or she must be enrolled in either the WIOA Adult program. Basic career services must include:
 - Determinations of whether the individual is eligible to receive assistance from the adult;
 - Outreach, intake (including identification of unemployment insurance claimants likely to exhaust benefits through the state's Reemployment Service and Eligibility Assessment program), and orientation to information and other services available through the One-Stop system. LWDA's must provide individuals with the webpage link to apply for Temporary Assistance for Needy Families as part of this service, as appropriate. Individuals may apply online at <https://des.az.gov/services/basic-needs/financialsupport/cash-assistance>; Initial assessment of skill levels including literacy and English language proficiency, as well as aptitudes, abilities (including skills gaps), and supportive service needs;
 - Labor exchange services, including job search, placement assistance, and career counseling, when needed. This includes providing information on nontraditional employment and in-demand industry sectors and occupations;
 - Provision of referrals to and coordination of activities with other programs and services, including programs and services within the one-stop delivery system and, when appropriate, other workforce development programs.
 - Co-enrollments in more than one program. The LWDA must collaborate and work closely with partner programs to address the needs of these co-enrolled customers;
 - Provision of workforce and labor market information, including information relating to local, regional, and national labor market areas, such as:
 - a. Job vacancy listings in labor market areas,
 - b. Information on job skills necessary to obtain the vacant jobs listed, and
 - c. Information relating to local occupations in demand and their earnings, skills requirements, and opportunities for advancement;
 - Provision of performance information and program cost information on eligible providers of training services by program and provider type;
 - Provision of information, in usable and understandable format and languages, about how the LWDA is performing on local performance accountability

measures, as well as any additional performance information related to the One Stop system;

- Provision of information, in usable and understandable format and languages, about the availability of supportive services or other programs that provide assistance and appropriate referrals to those services and programs including, but not limited to:
 - a. Child care,
 - b. Child support services,
 - c. Medical and child health assistance (Kids Care-Arizona's Children's Health Insurance Program (CHIP) through the Arizona Health Care Cost Containment System (AHCCCS),
 - d. Benefits through the SNAP Program,
 - e. Assistance through the TANF program and other support services and transportation provided through TANF,
 - f. Assistance through the earned income tax credit;
 - g. Housing counseling and assistance services are sponsored through the U.S. Department of Housing and Urban Development (HUD); and
 - h. Other Supportive Services, including transportation.
- Provision of information regarding filing claims for unemployment insurance benefits, including meaningful assistance to individuals seeking assistance in filing a claim; and
- Assistance in establishing eligibility for programs of financial aid assistance for training and education programs not provided under WIOA.

2. Individualized Career Services: Individualized career services must be made available to eligible adults accessing the one-stop delivery system and based on the needs of the individual customer in each LWDA when a LWDA determines additional services beyond basic career services are required to obtain or retain employment; however, not all individuals will receive all services. Adults must be enrolled in order to receive individualized career services, and LWDA's must collect documentation for priority of service for adults enrolled in the WIOA Adult program. Individualized career services must include:

- Comprehensive and specialized assessments of the skills levels and service needs of adults which may include diagnostic testing, to include basic skills assessment tests approved by the U.S. Department of Education (DOE) identified at 80 FR 48304-48306, such as the Test for Adult Basic Education (TABE 11/12) and in-depth interviewing and evaluation to identify employment barriers and appropriate employment goals, and the use of other specialized assessment tools, as determined by the LWDB.
- Comprehensive and specialized assessment of skills levels must be provided prior to other individualized career services and training services as the results are used to confirm if an individual is Basic Skills deficient, which in turn is used to determine the participant's priority of service. Once the comprehensive assessment has been completed, other individualized career services and training services may be provided.
- Development of an Individual Employment Plan (IEP), which is an ongoing strategy to identify the employment goals, appropriate achievement objectives, associated strategies, and appropriate combination of services for the participant to achieve his or her employment goals.

- Group and/or individual counseling and mentoring;
 - Career planning;
 - Case management;
 - Short-term pre-vocational services, including the development of learning skills, communication skills, punctuality, personal maintenance skills, and professional conduct services to prepare individuals for unsubsidized employment or training. In some instances, pre-apprenticeship programs may be considered as short-term pre-vocational services.
3. **Work Experience (WEX):** Internships and Work Experiences (WEX) linked to careers.
- a. An internship or work experience is a planned learning experience that takes place in a workplace for a limited period of time. Internships and work experiences can be paid or unpaid;
 - b. Labor standards apply to internships and work experiences where there is an employee/ employer relationship, as defined by the Fair Labor Standards Act;
 - c. Transitional jobs are a type of work experience that is wage-paid and subsidized for those individuals with barriers to employment who are chronically unemployed or have an inconsistent work history, as determined by the LWDA. These jobs are designed to enable an individual to establish a work history, demonstrate work success in an employer-employee relationship, and develop skills that lead to unsubsidized employment.
 - d. LWDA's may use up to 10 percent of their combined total adult allocations for transitional jobs.
 - e. Transitional jobs must be combined with comprehensive career services and supportive services.
 - Workforce preparation activities that help an individual acquire a combination of basic skills necessary for the successful transition into and completion of postsecondary education, training, or employment;
 - Financial literacy services;
 - Out-of-area job search assistance and relocation assistance; and
 - English language acquisition and integrated education and training programs.
4. **Follow-Up Services:** The contractor shall provide follow-up services to clients who have obtained unsubsidized employment and exited the WIOA Adult program to promote job retention, wage gains, and career progress.
1. Follow-up services vary and are determined on a case-by-case basis. The LWDA may provide follow-up services to other individuals who exit the program and who have not obtained unsubsidized employment per local area policy. Follow-up services may include:
 - a. Additional career planning and counseling;
 - b. Contact with the participant's employer, including assistance with work-related problems that may arise;
 - c. Peer support groups;
 - d. Information pertaining to additional educational opportunities; and
 - e. Referral to supportive services available in the participant's community.
 2. Follow-up services must be made available to clients who exit the WIOA Adult program into unsubsidized employment for a minimum of 12 months following the first day of employment.

3. For more information on follow-up services, please see State Policy Chapter 2 - Section 100 and YCLWDB Follow-Up Services Policy.

M. Training Services:

Training services are available to assist individuals in gaining the skills and knowledge to obtain and retain employment. The Contractor must utilize and promote the training listed on the Eligible Training Provider List (ETPL). For more information on training services, please see the State Training Service Policy, State Policy Section 500 and YCLWDB Training Policy Examples of Training Services may include:

- Occupational Skills training;
- On-The-Job training;
- Registered Apprenticeship;
- Incumbent Worker Training;
- Workplace Training and Cooperative Education Programs;
- Private Sector Training Programs;
- Skill Upgrading and Retraining;
- Entrepreneurial Training;
- Transitional Jobs;
- Adult Education and Literacy activities; and
- Customized Training.

1. On-The-Job Training (OJT):

Training is provided under a contract with an employer who is reimbursed a percentage of the wage rate of the participant being trained while engaged in productive work in a job to help them prepare for long-term unsubsidized employment. Yuma County may contract with neighboring States to provide OJT training; this will be considered on a case-by-case basis and must be approved by the YCLWDB:

- Yuma County's policy is to reimburse up to 50% of the wage rate of an OJT;
- OJT duration is based on an academic skill, identified training need, prior work experience, position training required and the wage amount to be reimbursed;
- OJT can be provided to eligible existing workers if; the employee is not earning a self-sufficient wage, the employee needs to learn new technologies, production and/or service procedures, upgrading to new job duties that include the need to increase workplace literacy;
- OJT may be written for Registered Apprenticeship programs or participating employers in a registered apprenticeship program to cover the on-the-job training portion. For more information refer to the YCLWDB's training policy on On-The-Job Training.

OJT contracts will be written only for permanent in-demand occupational positions and must be for full-time. *Maximum training time will not exceed 1040 hours and will not exceed six months* unless the contract is modified due to the actual training hours not being completed within a six-month period.

2. Measurable Skills Gains:

The Contractor will ensure Measurable Skill Gains are achieved when participants are in education or training programs leading to recognized postsecondary credentials or employment as outlined in the measurable skills gains performance measure. Refer to

YCLWDB Measurable Skill Gains Policy. Section 116 of WIOA establishes performance accountability on measurable skills gain to assess the effectiveness and achieve positive outcomes for individuals served by the Workforce Development Systems, which includes Adult and Dislocated Workers. For more information on Measurable Skills Gains, please see YCLWDB's Measurable Skills Gains Policy

3. Incentives:

Incentives may be awarded to WIOA Dislocated Worker participants to motivate, encourage, or congratulate when certain milestones, goals, and/or activities are completed. WIOA incentives may not be used for recruitment and eligibility determination. Contractors are encouraged to provide such incentive awards but must not exceed the limited amounts as outlined in the policy. For more information on Incentives, please see YCLWDB's Adult Incentive Payment Policy.

4. Support Services:

The Contractor shall provide supportive services on an ongoing basis to assist all target populations in overcoming barriers that are hindering self-sufficiency. These services must be available for participants who may need additional assistance, as determined through comprehensive assessment, and meet the local eligibility requirements. (i.e., assistance with transportation, work-related attire and equipment, and needs-related payments) as outlined in the supportive services policy. For more information on Support Services, please see YCLWDB's Adult and Dislocated Worker Supportive Service Policy.

5. Target Population and Geographic Areas:

- a. The target populations are: WIOA eligible Dislocated Workers ages 18 and older;
- b. Priority of Service: The following individuals are those other than low-income adults and public assistance recipients, who must be given priority by law:
 - 1) Veterans and military spouses;
 - 2) Individuals with disabilities;
 - 3) Individuals with substantial language or cultural barriers;
 - 4) Homeless individuals;
 - 5) Public assistance recipients;
 - 6) Low-income adults;
 - 7) Other hard-to-serve populations as defined by the Governor such as:
 - a. Older workers
 - b. Displaced homemakers
 - c. Individuals with multiple barriers to employment
 - d. Offenders

The LWDB is committed to creating an environment where everyone benefits from opportunity, mutual respect, and a sense of belonging. The contractor must ensure that equity, diversity, inclusion, and accessibility must be a priority when delivering services across age, gender, race, and ethnicity to avoid access gaps for Dislocated Workers

To ensure that projected levels are successfully met, the Contractor will be expected to conduct outreach in all areas of the county including East and South County, and refer potentially eligible Dislocated Workers for screening into the WIOA program.

The Contractor's Outreach Coordinator must attend the weekly meetings conducted by the Employer Engagement Coordinator.

Additionally, once the Contractor receives the referred file of the Dislocated Workers participants, the Contractor *must serve* the participants in Career, Individualize, or Training Services.

Veteran's Priority of Service:

The Contractor will ensure that all eligible Veterans are identified at the point of entry and given an opportunity to take full advantage of the priority of service. Individuals meeting the eligibility criteria will be afforded priority over individuals who are not Veterans. Additionally, the Contractor will ensure that all Veterans are made aware of their entitlement to the priority of service, the full array of employment, training, and placement services available under the priority of services, and any applicable eligibility requirements for those programs and/or services.

It is critical for the Contractor to identify and describe how the targeted population is determined in need of training. In addition, the Contractor must ensure training is not being provided by mandated partners; the proposed training will benefit the participant and will contribute to meeting performance measures. Training shall be linked directly to high-demand occupations in the local area. The Contractor must ensure accessibility, equal opportunity, and non-discrimination to all individuals and comply with provisions.

N. Performance Measures:

WIOA Section 116 (2) (A) establishes performance accountability measures that apply across the core programs to assess the effectiveness of states and local areas in achieving positive outcomes for individuals served by those programs. The Contractor is required to meet or exceed all six performance measures listed below. This includes the measure on effectiveness in serving employers. Contractors failing to meet the performance measures after receiving technical guidance will be placed on corrective action, probation or possible loss of contract.

Below is the chart showing PY2024 Performance Goals negotiated by YCLWDB with the State. For more information on Performance Measure, please see TEGL 10-16 Change 2.

Dislocated Workers	Final Negotiated Targets for PY2024
<p>Employed 2nd quarter after exit The percentage of program participants who are in unsubsidized employment during the second quarter after exit from the program.</p>	77.5%
<p>Employed 4th quarter after exit The percentage of program participants who are in unsubsidized employment during the fourth quarter after exit from the program.</p>	73.5%
<p>Median wage The median earning of program participants who are in unsubsidized employment during the second quarter after exit from the program</p>	\$8,500

<p>Credential The percentage of those participants enrolled in an education or training program (excluding those in (OJT) and customized training) who attained a recognized postsecondary credential or a secondary school diploma, or its recognized equivalent, during participation in or within one year after exit from the program.</p> <p>A participant who has attained a secondary school diploma or its recognized equivalent is included in the percentage of participants who have attained a secondary school diploma or its recognized equivalent only if the participant also is employed or is enrolled in an education training program leading to a recognized postsecondary credential within one year after exit from the program.</p>	73.0%
<p>Measurable Skills Gain The percentage of program participants who, during the program year, are in an education or training program that leads to a recognized postsecondary credential or employment and who are achieving measurable skills gains toward such a credential or employment.</p>	73.75%

*****Performance is subject to change upon the finalized negotiations of DES and DOL. An amendment will be issued until the accepted performance levels are established.**

The Contractor will ensure participant and employer satisfaction through the use of participant and employer feedback and monthly/quarterly reports. The information gained will provide the Contractor with the opportunity to increase student, employer, and program success and satisfaction. The customer satisfaction survey must be completed by the participant and not the staff. The satisfaction survey must be available electronically and on paper.

O. In-Demand Occupations and Training-Related Placement:

The Contractor will train participants in occupations that are in demand in the Yuma area; participants are placed into occupations related to the training they received. The contractor must stay abreast of area trends, projections in employment and labor supply, and other current indicators of the Yuma County labor market.

P. Participants' Wages:

The contractor will make every effort to place participants in occupations that pay at least \$15.00 an hour.

Q. Quarter Mark Obligation:

1. Performance Goals:

The contractor is responsible for meeting or exceeding the performance goals established in this contract. The performance goals shall be met as follows:

- 25% of the performance goals are met or exceeded by the end of the first quarter.
- 50% of the performance goals are met or exceeded by the end of the second quarter.
- 75% of the performance goals are met or exceeded by the end of the third quarter.
- 100% of the performance goals are met or exceeded by the end of the fourth quarter.

2. Contract Funds:

Funding authorized under this 2024-2025 Cost Reimbursement Contract is \$490,000.00 all of which shall be sourced from WIOA Title I Dislocated Worker funds. **Funds shall be obligated as follows:**

- 25% of funds shall be obligated by the end of the first quarter;
- 50% of funds shall be obligated by the end of the second quarter;
- 75% of funds shall be obligated by the end of the third quarter;
- 100% of funds shall be obligated by the end of the fourth quarter.

Funds not used within a program year are not available for obligation or carryover to future program years. **If funds are not obligated by the quarter mark, justification must be submitted or the contract amount may be revised and the amount will be distributed amongst the providers at the discretion of the Yuma County Local Workforce Development Board.**

The following Operational Expenditures funds can only be transferred up to a maximum of 10% within the Operational Expense Category:

- Personal Services and Benefits
- Professional Services & Outside Services
- In-State Travel
- Out-of-State Travel
- Other Operating Expenses

The following Client Expenditures funds can only be transferred up to a maximum of 10% within the Client Expense Category:

- Support Services
- Training
- Internships/WEX
- On the Job Training
- Milestones

Any transfer of funds and any changes to the organizational chart requires a contract amendment. The Transfer of Funds Request form must be filled out and approved by the LWDB Senior Management staff.

Note: Funds cannot be transferred between the Operational Expenses and the Client Expense categories.

Program Year 2024- 2024	Projected Service Level:
Enrolled	55
Number of ITA's	14
Number of OJT's	9
Number of Work Experience / Internships	13

R. Case Loads:

Case managers will be required to carry a caseload of between 40 and 60 participants each (no less than 40).

S. Reporting Requirements:

The Contractor will be required to utilize various data management systems to submit monthly/quarterly reports as outlined in the section below. Contractors will report monthly to the YCLWDB staff on actual levels of service and performance goals progress. The Contractor will be required to report program information on a monthly basis. The contractor will meet quarterly to review program outcomes and budget expenditures.

1. Providers Report (inconclusive list listed below)

Monthly	Quarterly
Enrollments	Equal Employment Opportunity (EEO)
Program/Enrollment Information	Americans with Disability Act (ADA)
Exited files within 90 days – Resuming Services	Outreach
Files Transferred (i.e., during participation)	Budget
Career Pathways Provided to Participants	Enrollment
Enrollment information for Individualized/Training Services	Referrals
Exited Files – Placement & Credential Information	
Co-enrolled Participants/Partner Agency	
Participant Referral for Dropout Recovery Services	
Budget Information	
Outreach and Recruitment Activities	
Information provided to employers on job opportunities to obtain the vacant jobs listed	
Customized recruitment events and related services provided for employers including targeted job fairs	

2. Customer Tracking Systems

The Contractor will be required to use the various data management systems for the provision of all customer and business services. In addition to reporting and tracking customers through the various programs, partners must submit monthly reports that document outcomes on agreed-upon key benchmarks.

The Contractor will be accountable for the integrity of the data presented and responsible for ensuring that staff is appropriately trained in the use of the systems. The Contractor will be responsible for developing, implementing, and overseeing processes to collect, manage, and utilize information provided by the system. The Contractor will ensure all data entry, including case notes are entered into the AJC system within 7 business days.

3. Client Referral System (CRS):

The CRS system is the central component for referring customers between partners. The system is internet-based to ensure that all partners are allowed to utilize the system to improve overall system effectiveness and maximize co-enrollments. The referral process provides timely and effective support that ensures that an appropriate plan of action for clients is initiated and properly tracks the client’s referrals to service providers and community partners. The Contractor will be responsible for follow-up on every referral

received and/or referred out as well as making contact with the referred participants. *The Contractor will be required to utilize the YCLWDB data system.*

4. Integrated Services Delivery System (ISDS)

The ISDS allows the Contractor to track customer navigation through the system. The database also provides detailed reports of customer visits. It is an important internal support tool that complements the Arizona Job Connection (AJC) System. This shared database greatly reduces the duplication of services. In addition, the ISDS has a user's manual for the ISDS Self-Registration Kiosk via touch screen. The manual explains the features, provides a general overview of the system, and establishes the ISDS Self-Registration Kiosk as an *integral* component of the ISDS. *The Contractor will be required to utilize the YCLWDB data system.*

T. File Maintenance:

The Contractor shall maintain all records pertinent to WIOA Title I dislocated worker grant agreements and contracts, including financial, statistical, property, participant records, and supporting documentation in accordance with Federal and State requirements and the YCLWDB's record retention policies. Electronic case files must include a variety of documentation including, but not limited to; program eligibility, suitability, assessment data, Individual Employment Plans (IEP), regular case notes (entered at least bi-weekly), progress reports, and attendance sheets for individuals receiving training services. Participant's progress and outcomes will be tracked through the Arizona Job Connection. Participant's files are required to be in electronic format.

U. Monitoring and Evaluation:

The YCLWDB staff is required to evaluate and monitor the Contractor to verify that customers of WIOA-funded programs are receiving the most comprehensive services, to ensure program compliance; and to evaluate the effectiveness of the service strategies. External monitoring and evaluation may also be conducted periodically by the U.S. Department of Labor, State of Arizona, State Workforce Arizona Council, and any other agency that provides funds used by the YCLWDB to contract for services in the area's workforce system.

V. Confidentiality Guidelines:

- Personally Identifiable Information (PII) and other sensitive information must be protected at all times (TEGL 39-11).
- Maintain confidentiality when accessing or utilizing AJC and maintain computer equipment with compatible software.
- All PII documents must be disposed of either by shredding or placed in a locked bin.
- Retain records in compliance with federal and state WIOA requirements 2 CFR 200.333 and the ARIZONA@WORK – Yuma County Records Management and Retention Policy.
- The Contractor's staff will use the provided computers and/or laptops and must complete the following mandatory Training prior to accessing data from internal management systems:
 1. CIS001A – Acceptable Use Agreement From
 2. CIS001B – Acceptable Use Agreement Attestation
 3. CIS001 – Kevin Mitnick's Security Awareness
 4. DESACP15 – Address Confidentiality Program
 5. DE5502 – WIOA Laws and Regulation

6. DE5503 – DERS Disability Awareness
7. DE5113 – AJC NextGen Systems Getting Started
8. DE5114 – AJC NextGen Systems Search
9. DE5115 – AJC NextGen Adding Information
10. DE5116 – AJC NextGen Enrollments
11. DE5110 – AJC NextGen Title IB-WIOA
12. DE5129 – Workforce System Overview
13. DE5130 – Adult and Dislocated Worker Program
14. DE5132 – WIOA Performance Indicators

- All correspondence, flyers, and documents must have the appropriate EEO tag lines.

W. Travel:

1. **In-State Travel:** For domestic travel (in Arizona) to be an allowable cost, it must be necessary, reasonable, and allocable to conform to the U.S. General Service Administration (GSA) per Diem Rates. The YCLWDB will not reimburse mileage costs not related to job relevancy in excess of the State-approved rate.
2. **Out-of-State Travel:** For domestic travel (outside of Arizona) to be an allowable cost, it must be necessary, reasonable, allowable, and conform to the U.S. General Service Administration (GSA) Per Diem Rates. The YCLWDB will not reimburse mileage costs not related to job relevancy in excess of the State-approved rate. To be good stewards of funds, all travel must be scheduled in advance to obtain the best rates.

X. Mileage Rate:

The contractor will use the current Internal Revenue Service standard mileage rate.

Y. References:

The contractor shall comply with the following policies and practices within the Contractor's organization regarding this contract as if it had approved these policies for its own organization.

Arizona Department of Economic Security Employment Services
<https://des.az.gov/services/employment>

Arizona Department of Economic Security – State Policy and Procedure Manual
<https://des.az.gov/services/employment/workforce-innovation-and-opportunity-act-wioa/wioa-policy-and-procedure-manual>

Arizona Job Connection
www.azjobconnection.gov

Arizona State Plan Modification PY 2022-2023
<https://des.az.gov/sites/default/files/media/Arizona-State-Plan-Modification-PY-2022-2023.pdf>

ARIZONA@WORK – Yuma County Plans and Policies
<https://arizonaatwork.com/locations/yuma-county/plans-and-policies>

Conflict of Interest – State Workforce Policy #7
https://arizonaatwork.com/sites/default/files/2023-06/07%2520Conflict%2520of%2520Interest%2520Policy_0.pdf

Federal Register
<https://www.govinfo.gov/content/pkg/CFR-2017-title20-vol4/pdf/CFR-2017-title20-vol4-sec678-430.pdf>

Modified-Yuma County - Arizona Workforce Development Plan Four Year Plan July 1, 2020 – June 30, 2023
<https://arizonaatwork.com/sites/default/files/2023-06/Modified-Yuma%2520County%2520Workforce%2520Development%25204%2520Year%2520Plan%25202020-2023.pdf>

Office of Management and Budget's Uniform Administrative Requirements, Cost Principles and Audit requirement for Federal Awards final rule (2 CFR Part 200)
http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl

Performance Accountability
https://www.doleta.gov/performance/reporting/eta_default.cfm

Programs and Activities Authorized by the Adult Education and Family Literacy Act (Title II of the Workforce Innovation and Opportunity Act); Final Rule
<https://www.gpo.gov/fdsys/pkg/FR-2016-08-19/pdf/2016-16049.pdf>

Protected Personal Identifiable Information (PII) Policy
<https://arizonaatwork.com/sites/default/files/2023-08/Protected%2520Personallv%2520Identifiable%2520Information%2520Policy.pdf>

State of Arizona WIOA Unified Workforce Development Plan
https://www.azed.gov/sites/default/files/2021/10/Arizona%20Unified%20State%20Plan%20-%20PY2020-2023%20-%20Final_0.pdf

Training and Employment Guidance Letter No. 10-09
<https://www.dol.gov/sites/dolgov/files/ETA/advisories/TEGL/2009/TEGL10-09.pdf>

Training and Employment Guidance Letter WIOA No. 10-16-Change 2
<https://www.dol.gov/sites/dolgov/files/ETA/advisories/TEGL/2022/TEGL%2010-16%20Change%202/TEGL%2010-16%20Change%202.pdf>

Training and Employment Guidance Letter No. 19-13 Change 2
https://www.dol.gov/sites/dolgov/files/ETA/advisories/TEGL/2015/TEGL_19-13_Change2.pdf

Training and Employment Guidance Letter WIOA No. 19-16;
https://www.dol.gov/sites/dolgov/files/ETA/advisories/TEGL/2017/TEGL_19-16.pdf

Training and Employment Guidance Letter No. 39-11
https://www.dol.gov/sites/dolgov/files/ETA/advisories/TEGL/2012/TEGL_39_11.pdf
Workforce Innovation and Opportunity Act; Department of Labor; Final Rule
<https://www.gpo.gov/fdsys/pkg/FR-2016-08-19/pdf/2016-15975.pdf>

Workforce Innovation and Opportunity Act, Miscellaneous Program Changes; Final Rule
<https://www.gpo.gov/fdsys/pkg/FR-2016-08-19/pdf/2016-16046.pdf>

Workforce Innovation and Opportunity Act, Public Law 113-128
<https://www.govinfo.gov/content/pkg/PLAW-113publ128/pdf/PLAW-113publ128.pdf>

YPIC Support Services Policy
<https://arizonaatwork.com/locations/yuma-county/plans-and-policies>

It is the responsibility of the Contractor to be familiar with the compliance aspects of the Uniform Guidance (2 CFR 200) if awarded a contract, comply with the Workforce Innovation and Opportunity Act and applicable State and federal regulations, as they currently exist or may be hereafter modified or supplemented.

****** It is the responsibility of the Contractor to stay abreast of any new TEGLs State, and internal policies, and references after this contract.**

ARTICLE IV - PAYMENT

- a. This contract is a Cost Reimbursement Contract.
- b. In consideration of the services specified in this contract, YPIC agrees to reimburse the Contractor as follows:
 - i. Total reimbursement of the 2024-2025 Program Year shall not exceed \$490,000.00; Funds not expended within the program year are not available for obligation or carryover to future program years.
 - ii. Request for reimbursement for services under this contract must be certified on invoices signed by an authorized representative of the Contractor, and must be **accompanied by supporting documentation**, it will be verified by YPIC's Accountant Manager and approved by the Director and must be consistent with the authorized budget (See Attachment "B" for authorized budget).
 - iii. Invoices must be **submitted by the 12th of each month** for any expenses incurred in the prior month.
 - iv. Any variances in any of the line items of the authorized budget will require a budget amendment and approval by the Director prior to incurring expenses.

ARTICLE V - BANKRUPTCY/INSOLVENCY

If the Contractor should be adjudged bankrupt or should have a general assignment for the benefit of its creditors or if a receiver should be appointed on account of the Contractor's insolvency, the LWDB may terminate this contract.

ARTICLE VI – COMPLIANCE WITH LAWS, RULES, AND REGULATIONS

The Contractor shall comply with all applicable Federal, State, and local laws, rules, regulations, standards, and Executive Orders, without limitation to those designated within the contract. The laws and regulations of the State shall govern the rights of the parties, and the performance of this contract, and shall be brought in an Arizona Court. If any provision of this contract is held invalid or unenforceable, the remaining provisions shall continue valid and enforceable to the full extent permitted by law. Any changes in the governing laws, rules, and regulations during the term of this contract shall apply but do not require an amendment.

The contractor shall comply with all applicable provisions of the Workforce Innovation and Opportunity Act, State and Federal regulations, as amended. The contractor shall also comply with State Workforce Policy #7 Conflict of Interest Policy developed by the Workforce Arizona Council and effective as of 2/23/23.

ARTICLE VII – CONTRACTOR PERSONNEL

The contractor shall comply with the requirements of the Fair Labor Standards Act of 1938, as amended, as it relates to all personnel.

Unless otherwise provided for, the personnel delivering contract services shall be employees or volunteers of the Contractor and shall satisfy any qualifications and carry out any duties set forth in this contract. Personnel must also have demonstrated experience and skills working with individuals who are economically disadvantaged or meet the requirements of the WIOA target groups. Personnel policies and practices shall be uniform for all employees of the Contractor. The contractor's employees shall not be considered officers, employees, or agents of the LWDB or the State. The contractor certifies that no individual or agent has been employed or retained to solicit or secure this contract for commission, percentage, brokerage, or contingent fee except a bona fide employee maintained by the Contractor to secure business.

The contractor shall perform, in addition to the fingerprint check, a criminal history background check on its staff members who provide services under this contract, whether employees, Contractors, or volunteers, to ensure the safety of the participants, the integrity of the programs and to reduce potential liability to the LWDB.

The contractor shall immediately inform the LWDB of any pending criminal charges or other change of status regarding any of its said staff members who provide services under this contract which could negatively impact participants, the program or YPIC, and the LWDB.

The contractor shall not hire or utilize a contractor or volunteer to provide services under this contract if that staff member was a prior YPIC employee, contractor, or volunteer who is not eligible for hire or re-hire at YPIC.

The LWDB reserves the right to review the Contractor's present and future staff qualifications.

The LWDB retains the right to decline to permit any Contractor staff member, whether an employee, Contractor, or volunteer to perform services under this contract. This would include any situation where the Contractor staff member is related to a YPIC or LWDB employee and

the said employment by the Contractor could be deemed or viewed as nepotism or a conflict of interest.”

ARTICLE VIII – OTHER RESOURCES

The Contractor further agrees to the following:

1. The YCLWDB will provide the Contractor with the use of the following resources:

One-Stop Center Facility	Copiers
Computers	Desks
Internet	Other equipment
Telephone	Rent
Printer	Technology Services
Waste Disposal	Electricity
Alarm Service	Water and Sewer
Pest Control Services	Maintenance of copiers
Fire Sprinklers Maintenance	Building Repairs
Cleaning Services	Fire Equipment Maintenance

2. Maintain all items of equipment in good working order and condition, except for normal wear and tear, and shall return all of the listed property at/or before the end of the contract term.

3. Report in writing to the YCLWDB immediately after discovery, of the loss or theft of any items of Equipment. For stolen items, the local law enforcement agency must be contacted and a copy of the police report submitted to the Executive Director.

ARTICLE IX – BACKGROUND CHECK AND FINGERPRINT CLEARANCE CARD

For all new employees of the Contractor the following needs to be submitted to YPIC’s Contract Manager on the first day of employment.

- a. Record of submittal of the direct service position certification form.
- b. Record of submittal of the Central Registry Background Check to Arizona DES. The Contractor will submit the proof of Central Registry Background clearance to YPIC’s Contract Manager within 30 days.

The contractor must submit a copy of the record of the application of each employee’s fingerprint card to YPIC’s Contract Manager within the first 7 days of employment.

- a. Copy of Level One Finger Print Clearance card application confirmation receipt.
- b. The original card will be provided to YPIC’s Contract Manager for processing.
- c. For all new employees of the Contractor the following needs to be submitted to YPIC’s Contract Manager: Record of fingerprint application within seven (7) days of employment.

It is the Contractor’s responsibility to ensure fingerprint clearance cards are kept up to date.

ARTICLE X– TECHNICAL ASSISTANCE

Any party to this contract may formerly request technical assistance to help ensure all aspects of this contract are successfully fulfilled.

ARTICLE XIII – DISPUTES

The Parties hereto shall first attempt to resolve all disputes between the Contractor staff and partners, if any, informally at the lowest level. If the dispute is not resolved, a meeting will be held with the appropriate site supervisors(s) and staff. If this does not lead to a resolution, any Party may call a meeting of the Parties to formally discuss and resolve all disputes. Should the Parties fail to resolve the dispute, the matter shall be referred to the Chair of the YCLWDB, who shall call a special meeting of the Board's Executive Committee. The Executive Committee shall mediate the dispute.

ARTICLE XIII – CONTRACT EXTENSION

YPIC shall have the option to extend or renew this contract for up to a 12-month period, provided that any modification or extension shall be by formal written amendment executed by the parties hereto. In no event is this contract to be interpreted as subject to automatic renewal.

ARTICLE XIII – TERMINATION OF CONTRACT

Failure to Perform

If through any cause, the contractor fails to perform in accordance with the terms of the contract in a timely and proper manner and/or violates any requirements of the contract, the contractor will receive technical assistance from the YCLWDB staff. The contractor must comply with corrective action requirements in a timely manner as specified by the YCLWDB staff. If the contractor does not comply, then the contract may be terminated, in whole, or in part, by either party to the contract. In this event, the aggrieved party shall provide written notification at least 10 working days in advance to the other party specifying the performance failure and the intent to terminate.

Without Cause

Either party to this contract may elect to terminate the contract without cause by delivering a ninety (90) day written notice of intent to terminate to the other party.

Funding

The YCLWDB may terminate, renegotiate, or modify this contract at any time if its federal, or State grants are suspended, reduced, or terminated before or during the contract period, or if federal or State grant terms and regulations change significantly. In the event of early contract termination initiated by either party for whatever reason, the contractor is only entitled to costs incurred prior to the time of contract termination.

ARTICLE XIV - NOTICES

The contractor shall give written notice of any change of address not more than fifteen days after the change is effective. Any notice required or permitted to be given under this contract shall be in writing and shall be served by delivery or by certified mail upon the other party as follows:

Yuma Private Industry Council, Inc.:

Nidia Herrera
Executive Director
3834 W 16th Street
Yuma, AZ 85364

Patrick Goetz
Operations Director
3834 W. 16th Street
Yuma, AZ 85364


ARTICLE XI – OTHER DOCUMENTS

- a. The Contractor and YPIC, in entering into this contract, have relied upon information provided in the 2021-2022 SERVICES FOR ADULTS AND DISLOCATED WORKERS REQUEST FOR PROPOSAL (RFP) and the Packet and Attachment issued January 19, 2021. This document is hereby incorporated into and made a part of this contract as if set forth in full herein, to the extent not inconsistent with the provisions of this contract.
- b. The Yuma County Workforce Local Development Board operated by the Yuma Private Industry Council, Inc. WIOA Federal Award Grant Agreement Terms and Conditions (PY2023) and the Yuma Private Industry Council Inc., Terms and Conditions (June 2024 Edition) hereinafter referred to as the "Terms and Conditions" is hereby incorporated into and made a part of this contract as if set forth in full herein, to the extent not inconsistent with the provisions of this contract. **Performance by the parties under this contract shall be in accordance with the Terms and Conditions.** As evidenced by the signature of the Contractor's authorized representative in the space after this paragraph, the Contractor hereby acknowledges the following:
 - i. The Contractor has received a copy of the WIOA Federal Award Grant Agreement Terms and Conditions and YPIC's Terms and Conditions – attachment "D"
 - ii. The Contractor is familiar with the contents of the WIOA Federal Award Grant Agreement Terms and Conditions and YPIC's Terms and Conditions.
 - iii. The Contractor agrees to abide by the provisions of the WIOA Federal Award Grant Agreement Terms and Conditions and YPIC's Terms and Conditions and to treat them as if set forth in full here.
- c. Attachments to this contract:
 - Attachment A: Organizational Chart and Flow Chart
 - Attachment B: Authorized Budget/Budget Narrative
 - Attachment C: Performance Goals
 - Attachment D: WIOA Federal Award Grant Agreement Terms and Conditions and YPIC's Terms and Conditions
 - Attachment E: Debarment and Lobbying
 - Attachment F: Workforce Arizona Council Conflict of Interest Policy #7, effective 2/23/23.

Contractor's acknowledgment: 

ARTICLE XII – SPECIAL PROVISIONS AND CERTIFICATIONS

As evidenced by the signature of the Contractor's authorized representative in the space provided after this paragraph, the Contractor certifies that, in carrying out its obligations pursuant to this contract, it shall comply with applicable laws, regulations, requirements, and special provisions as follows:

Applicability (by LWDB)	Initials (by Contractor)	Applicable Regulations
Applicable	<u></u>	2 CFR Part 200, Uniform Administrative Requirements for State/Local Governments and Indian Tribes
Applicable		2 CFR Part 215, Uniform Administrative

	<u> MDC </u>	Requirements for Awards and other Agreements with Institutions of Higher Education, Hospitals, and other Non-Profit Organizations
Applicable	<u> MDC </u>	2 CFR 225, Cost Principles for State/Local Governments and Indian Tribes
Not applicable	<u> MDC </u>	2 CFR Part 220, Cost Principles for Education Institutions
Applicable	<u> MDC </u>	2 CFR Part 230, Cost Principles for Non-Profit Organizations
Applicable	<u> MDC </u>	2 CFR Part 200.500-521, Single Audit
Applicable	<u> MDC </u>	29 CFR Parts 38, Nondiscrimination and Equal Opportunity Requirements
Applicable	<u> MDC </u>	Workforce Innovation and Opportunity Act, 113-128, and regulations adopted pursuant to that Act, including 2 CFR Part 200, et al, and 2 CFR Part 2900
Applicable	<u> MDC </u>	Fair Labor Standards Act, and regulations adopted pursuant to that Act
Applicable	<u> MDC </u>	Contractor certifies that no funds provided pursuant to this contract shall be used for any partisan or non-partisan political activity or to further the election or defeat of any candidate for public office. No funds provided pursuant to this contract shall be used to transport voters or prospective voters to and from the polls or render similar assistance in connection with any such election or any voter registration activity.
Applicable	<u> MDC </u>	2 CFR Part 180, Debarment and Suspension (Subparts G and H); Drug Free Workplace - Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for Debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
Applicable	<u> MDC </u>	2 CFR Part 450 Lobbying Certification Contractor certifies that no federal funds have been paid or will be paid, by or on behalf of the Contractor to any person or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

Contractor's acknowledgment: MDC

Contractor:
EQUUS Workforce Solutions

Mark Douglass
President
805 N. Whittington Parkway
Louisville, KY 40222

Eric Walker
Regional Director
1570 Solomon View Road
Santa Maria, CA 93455

ARTICLE XV – ENTIRE AGREEMENT

This contract and the WIOA Federal Award Grant Agreement Terms and Conditions (PY2023) and the Yuma Private Industry Council Inc., Terms and Conditions (June 2024 Edition), including the documents identified in Article XI of this contract, and all applicable laws and regulations, constitute the entire agreement between the parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. This contract shall not be modified, amended, altered, or changed except as provided for by Section 36 in the Yuma Private Industry Council Inc., Terms and Conditions (June 2024 Edition).


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

Yuma Private Industry Council, Inc.

Equus Workforce Solutions



Patrick Goetz, Operations Director



Mark Douglass, President

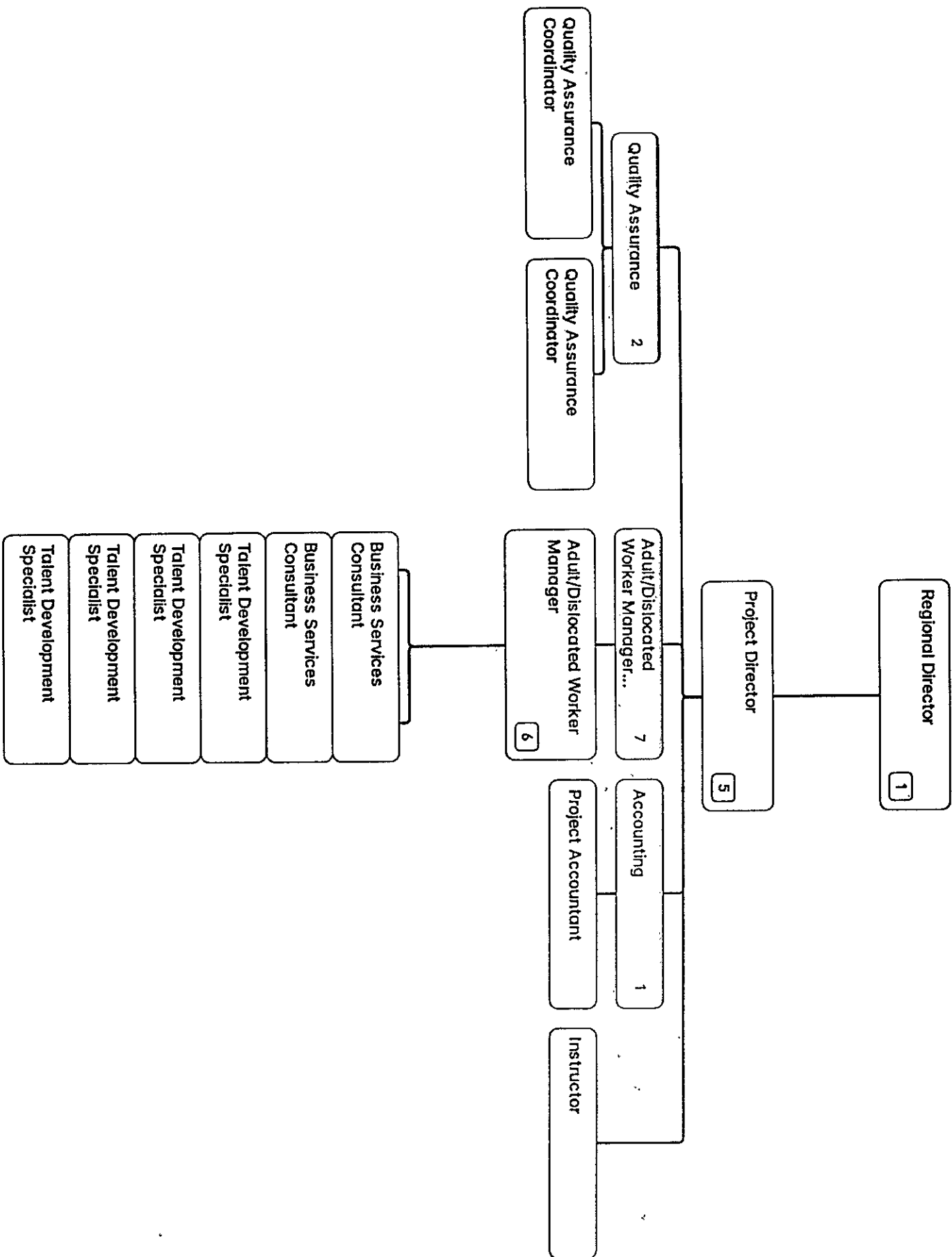
Date:

6/25/24

Date:

6/26/2024

ATTACHMENT A



ATTACHMENT B

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Go to www.irs.gov/FormW9 for instructions and the latest information.

See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
APM Equus Holdings Corporation

2 Business name/disregarded entity name, if different from above
Arbor E&T, LLC dba Equus Workforce Solutions (disregarded entity FEIN 46-0508470)

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor or single-member LLC C Corporation S Corporation Partnership Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
9200 Shelbyville Rd Suite 210

6 City, state, and ZIP code
Louisville KY 40222

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number										
			-				-			

or

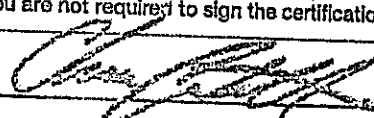
Employer identification number										
9	2	-	1	1	0	1	2	9	3	

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here: _____ Signature of U.S. person ▶ 

Date ▶ 1/1/2023

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN); individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

Overview

Customer:	Yuma County AD/DW
# FTE:	11.63
Term:	12 Months
Available Funding:	\$1,880,000
Total Proposed Contract:	\$1,880,000
Revenue:	\$1,019,084
Indirect Rate:	10.56%
Profit Rate:	10.00%
Annualized Contribution:	\$173,980
Margin%:	17.07%
Number of Clients to be Served	318.00
Number of Follow-up Clients	0.00
Client Costs %	45.97%
Notes:	

BUDGET TEMPLATE:

Yuma County AD/DW

STATE: AZ

Available Funding: \$1,880,000

Adult Dislocated Worker Total

\$1,390,000 \$490,000 \$1,880,000

Actual:	\$1,880,000
Revenue:	\$1,019,084
Variance:	(\$0)
Term (Months):	12

Contract Year:	7	1	2024
to	6	30	2025
Number of Clients Served:	318	Client Cost %	45.97%
Number of Follow-up Clients:		Cost per Participant	\$5,912
Proposed Indirect + Profit	9.6%	Direct Cost %	44.57%

73.94% 26.06%

Hours to work in PY 24-25

COMPENSATION

QTY - Always use 1. Use column G to show %

Total Yearly Salaries

% of salary that can be charged to work experience

Yearly Salary % Charged to Project FTE

Job Title	QTY	Yearly Salary	% Charged to Project	FTE	Total Yearly Salaries	% of salary that can be charged to work experience
Project Director	1	94,585.15	100.00%	1.00	\$94,585	\$69,936.26
Project Accountant - 88% - this contract 12% - OSO	0.88	81,659.80	88.00%	0.88	\$71,861	\$53,133.75
Adult/Dislocated Worker Manager	1	65,228.91	100.00%	1.00	\$65,229	\$48,230.26
Instructor	1	48,389.40	100.00%	1.00	\$48,389	\$35,779.12
Case Manager Supervisor	0	-	100.00%	0.00	\$0	\$0.00
Talent Development Specialist	0	-	100.00%	0.00	\$0	\$0.00
Talent Development Specialist	1	43,593.47	100.00%	1.00	\$43,593	\$32,233.01
Talent Development Specialist	1	46,496.84	100.00%	1.00	\$46,497	\$34,379.76
Talent Development Specialist - 30 hours weekly	0.75	36,308.18	100.00%	0.75	\$36,308	\$26,846.27
Talent Development Specialist	1	43,593.47	100.00%	1.00	\$43,593	\$32,233.01
Talent Development Specialist	0	-	100.00%	0.00	\$0	\$0.00
Business Services Consultant	1	48,712.00	100.00%	1.00	\$48,712	\$36,017.65
Business Services Consultant	1	50,066.90	100.00%	1.00	\$50,067	\$37,019.47
Business Services Consultant	0	-	100.00%	0.00	\$0	\$0.00
Quality Assurance Coordinator	1	51,765.90	100.00%	1.00	\$51,766	\$38,275.71
Quality Assurance Coordinator	1	47,636.68	100.00%	1.00	\$47,637	\$35,222.56
Follow-up Specialist	0	-	100.00%	0.00	\$0	\$0.00
Vacancy Rate	0	-	100.00%	0.00	\$0	\$0.00
60110 - REGULAR BASE PAY WAGES				FTE	\$648,238	\$479,307
STAFF PERFORMANCE BASED INCENTIVE OR COST OF LIVING INCREASE					\$0	\$0
60150 - PROJECT DIRECTOR PERFORMANCE BASED INCEN					\$2,838	\$2,098
FRINGE BENEFITS					\$531,075	\$394,005
TOTAL COMPENSATION					\$1,639,670	\$1,169,670
60310 - FICA PAYROLL TAXES					\$48,831	\$36,105.37

Staff Positions

FTE

60110 - REGULAR BASE PAY WAGES

\$648,238

STAFF PERFORMANCE BASED INCENTIVE OR COST OF LIVING INCREASE

\$0

\$0

60150 - PROJECT DIRECTOR PERFORMANCE BASED INCEN

\$2,838

\$2,098

TOTAL COMPENSATION

\$1,639,670

FRINGE BENEFITS

\$531,075

60310 - FICA PAYROLL TAXES

\$48,831

\$36,105.37

60320 - FEDERAL UNEMPLOYMENT PAYROLL T
 60330 - STATE UNEMPLOYMENT PAYROLL
 60390 - OTHER PAYROLL TAXES
 60610 - MEDICAL/HOSPITAL BENEFITS
 60620 - LIFE INS AD&D BENEFITS
 60630 - LTD/LOT BENEFITS
 60640 - RETIREMENT
 60650 - WORKERS COMPENSATION BENEFITS
 60670 - TUITION REIMBURSEMENT BENEFITS

0.4%	total salary up to	7,000	0.05%	\$338	\$249.81	\$88.04	\$338
0.40%	total salary up to	7,000	0.05%	\$328	\$242.58	\$85.50	\$328
7.30%	total salary		0.00%	\$0	\$0.00	\$0.00	\$0
0.07%			7.30%	\$47,528	\$35,142.56	\$12,385.92	\$47,528
0.67%			0.07%	\$456	\$336.98	\$118.77	\$456
3.00%	total salary		0.67%	\$4,362	\$3,225.41	\$1,136.79	\$4,362
2.35%	total salary		3.00%	\$19,532	\$14,442.15	\$5,090.10	\$19,532
0.00%	total salary		2.35%	\$15,300	\$11,313.02	\$3,987.25	\$15,300
			0.00%	\$0	\$0.00	\$0.00	\$0
TOTAL FRINGE BENEFITS - 20.99%				\$136,676	\$101,058	\$35,618	\$136,676

OPERATING EXPENSES

TRAVEL

60810 - LODGING TRAVEL
 60820 - MEALS & ENTERTAINMENT
 60830 - AIRFARE TRAVEL
 60840 - RENTAL, PARKING, TOLL
 60850 - IN-STATE EMPLOYEE MILEAGE TRAV-TWC EMP
 60890 - OTHER TRAVEL

250.00	per night	7.0	PD Annual Conference & Southwest Regional Meeting	\$1,750	\$1,294	\$456	\$1,750
30.00	per day	7.0		\$560	\$414	\$146	\$560
900.00	per trip	1.0		\$900	\$665	\$235	\$900
185.00	per week	2		\$370	\$274	\$96	\$370
0.670	per trip	1175		\$9,447	\$6,985	\$2,462	\$9,447
				\$0	\$0	\$0	\$0
TOTAL TRAVEL				\$13,027	\$9,631	\$3,395	\$13,027

EQUIPMENT SERVICE/REPAIR

61130 - LEASE IMPROVEMENTS DEPRECIATION
 61140 - EQUIPMENT DEPRECIATION
 61145 - FURNITURE & FIXTURES DEPRECIATION
 61320 - BUILDINGS M&R
 61330 - EQUIPMENT M&R
 61390 - OTHER M&R

	per month			\$0	\$0	\$0	\$0
	per month			\$0	\$0	\$0	\$0
	per month			\$0	\$0	\$0	\$0
	per month			\$0	\$0	\$0	\$0
	per month			\$0	\$0	\$0	\$0
	per month			\$0	\$0	\$0	\$0
TOTAL EQUIPMENT SERVICE/REPAIR				\$0	\$0	\$0	\$0

FACILITIES

61510 - ELECTRICITY UTILITIES
 61530 - WATER & SEWER UTILITIES
 61590 - OTHER UTILITIES
 61745 - GENERAL & PROF LIABILITY
 61790 - OTHER INSURANCE
 62110 - TELEPHONE COMM
 62115 - WIRELESS COMM - CELL PHONE ALLOWANCE
 62115 - WIRELESS COMM - CELL PHONE ALLOWANCE
 62140 - NETWORK COMM
 62190 - OTHER COMM
 62510 - LAND & BUILDINGS RENT/LEASE
 62520 - MACH & EQUIP SHORT TERM RENT/L
 62590 - OTHER RENT/LEASE

	per month	12		\$0	\$0	\$0	\$0
	per month	12		\$0	\$0	\$0	\$0
	per month	12		\$0	\$0	\$0	\$0
5.58	per \$1000/revenue	\$1,000.00	\$1,019,084	\$5,686	\$4,204.59	\$1,481.90	\$5,686
	per month	12		\$0	\$0	\$0	\$0
75.00	per month	12	per month per stipend	\$2,592	\$1,917	\$675	\$2,592
35.00	per month	12	per month per stipend	\$2,100	\$1,553	\$547	\$2,100
170.00	per month	12	5 hotspots	\$2,040	\$1,508	\$532	\$2,040
	per month	12		\$0	\$0	\$0	\$0
93.00	per month	12	Postage Meter Lease	\$756	\$559	\$197	\$756
	per month	12		\$0	\$0	\$0	\$0
TOTAL FACILITIES				\$13,174	\$9,741	\$3,433	\$13,174

SUPPLIES

62820 - EMPLOYEE RELATIONS PUBLIC REL	per month	\$0			\$0		
62830 - ADVERTISING PUBLIC REL	per month	\$180			\$180		
62860 - JOB FAIRS	per month	\$0			\$0		
63110 - CLIENT SUPPLIES	per year	\$2,000			\$2,000		
63130 - OFFICE SUPPLIES (includes printing and copier su	per month	\$6,885			\$6,885		
TOTAL SUPPLIES					\$9,065		

COMPUTER HARDWARE/EQUIPMENT

63140 - SMALL EQUIPMENT SUPPLIES <\$500	per item						
63190 - OTHER SUPPLIES	per month						
64120 - BUSINESS TAXES & LIC	per month						
64150 - REAL PROPERTY TAXES	per month						
TOTAL COMPUTER HARDWARE/EQUIPMENT					\$0		

PROFESSIONAL SERVICES

65120 - AUDITING PROF SERV	0.2% of revenue	\$2,038			\$2,038		
65125 - PAYROLL SERVICES PROF SERV	per month per position	\$605			\$605		
65128 - SERVICES-APPLICATION HOSTING & STORAGE FEES (Quick Base/AWORCS)	per user per month	\$3,108	1.40		\$3,108		
65128 - SERVICES-APPLICATION HOSTING & STORAGE FEES	per year	\$0			\$0		
65130 - CONSULTANTS/CONTRACTED PROF SE - Work Nu	per month	\$4,800			\$4,800		
65505 - TEMPORARY LABOR SERV OTHER	per month	\$0			\$0		
65510 - SECURITY SERV OTHER	per month	\$0			\$0		
65515 - JANITORIAL SERV OTHER	per month	\$0			\$0		
TOTAL PROFESSIONAL SERVICES					\$10,551		

MISCELLANEOUS

65520 - DUES & SUBSCRIPTIONS SERV OTH	per quarter	\$0			\$0		
65530 - STAFF ED & SEMINARS SERV OTHER - registration	per position	\$0			\$0		
65535 - MEETINGS SERV OTHER	per check per position	\$425			\$425		
65544 - EMPLOYEE BACKGROUND CHECK	per month	\$720			\$720		
65570 - POSTAGE SERV OTHER							
TOTAL MISCELLANEOUS					\$1,145		

CLIENT EXPENSES - NOT PASS THRU

65590 - SERV OTHER MISC	cost	\$0			\$0		
65601 - CLIENT EDUCATION - NOT PASS-THRU	cost	\$0			\$0		
65602 - CLIENT WAGE SUBSIDY - NOT PASS THRU	per hour	\$0			\$0		
65603 - CLIENT WAGE TAXES - NOT PASS THRU FICA & W	cost	\$0			\$0		
65604 - CLIENT TRANSPORTATION - NOT PASS THRU	per month for	\$3,240	135.00		\$3,240		
65605 - CLIENT CHILD CARE - NOT PASS THRU	cost	\$0			\$0		
65606 - CLIENT IFA - NOT PASS THRU	cost	\$0			\$0		
65607 - CLIENT NRP - NOT PASS THRU	cost	\$0			\$0		
TOTAL CLIENT EXPENSES - NOT PASS THRU					\$3,240		

TOTAL DIRECT COSTS	\$837,953	\$218,364	\$837,953
CLIENT EXPENSES - NOT PASS THRU	\$3,240	\$844	\$3,240
CLIENT EXPENSES - PASS THRU	\$860,916	\$224,434	\$860,916
PROPOSED INDIRECT (on operation costs)	10.56%		
PROFIT (on all costs, e.g. operating & indirect)	10.00%		
TOTAL COST	\$1,019,084	\$265,566	\$1,019,084
PASS THRU	\$860,916	\$224,434	\$860,916
TOTAL CONTRACT	\$1,880,000	\$490,000	\$1,880,000

TOTAL DIRECT COSTS	\$837,953	\$218,364	\$837,953
CLIENT EXPENSES - NOT PASS THRU	\$3,240	\$844	\$3,240
CLIENT EXPENSES - PASS THRU	\$860,916	\$224,434	\$860,916
PROPOSED INDIRECT (on operation costs)	10.56%		
PROFIT (on all costs, e.g. operating & indirect)	10.00%		
TOTAL COST	\$1,019,084	\$265,566	\$1,019,084
PASS THRU	\$860,916	\$224,434	\$860,916
TOTAL CONTRACT	\$1,880,000	\$490,000	\$1,880,000

TOTAL CONTRACT	\$1,880,000	\$490,000	\$1,880,000
% of direct client to total budget	45.79%	45.80%	45.79%
Contribution	\$173,980	\$40,049	\$173,980
Revenue	\$1,019,084	\$265,566	\$1,019,084
Contribution Margin	17.07%	15.08%	17.07%

TOTAL CONTRACT	\$1,880,000	\$490,000	\$1,880,000
% of direct client to total budget	45.79%	45.80%	45.79%
Contribution	\$173,980	\$40,049	\$173,980
Revenue	\$1,019,084	\$265,566	\$1,019,084
Contribution Margin	17.07%	15.08%	17.07%

Non-billables include 5% of PD Bonus
Sparklett's Drinking Water @ \$200 a month

non-billables 7,152.21
 \$ 7,152.21
 \$ 2,400.00
 \$ 7,152.21

Appendix G: Budget for Dislocated Workers: Full Services (Career Services, Training Services, and Follow Up)

Proposer: Arbor E&T, LLC dba Equus Workforce Solutions

COST CATEGORY	TOTAL COST	COST TO WIOA PROGRAM
Personnel & Benefits	\$205,288	\$205,288
Professional & Outside Services	\$689	\$689
In-State Travel	\$2,462	\$2,462
Out-Of-State Travel	\$933	\$933
Other Operating Expenses	\$8,993	\$8,993
Client Support Services	\$12,399	\$12,399
Client Training/ITA	\$77,000	\$77,000
WEX Internships	\$93,275	\$93,275
On-The-Job Training	\$34,560	\$34,560
Needs Related Payment	\$7,200	\$7,200
Indirect Costs	\$23,059	\$23,059
Total Amount	\$465,858	\$465,858
Profit	\$24,142	\$24,142
Total Budget, Including Profit	\$490,001	\$490,001

Appendix H: Budget Narrative for Dislocated Workers: Full Services (Career Services, Training Services, and Follow Up)

Proposer: Arbor E&T, LLC dba Equus Workforce Solutions

CATEGORY	Budget Narrative	Total
Personnel & Benefits	<p>Equus utilizes a cost allocation mechanism that meets the criteria established by the Department of Labor's Technical Assistance Guide. Shared costs are distributed and charged based on either employee time reporting or the number of individuals served by activity. For PY 24/25 employee time reporting allocation method will be used. The following Dislocated Worker Personnel & Benefits will be contracted at the contracted amount of 26.06% : Costs include salaries for the following: Project Director (1 FTE): \$24,649, Project Accountant (1 FTE at 88%, Yuma's OSO will be contracted at 12%): \$18,727, Adult/Dislocated Worker Manager (1 FTE): \$16,999 , Instructor (1 FTE): \$12,610, Talent Development Specialist (3 FTE): \$34,838, Talent Development Specialist (1 PTE-30 hours weekly): \$9,462, Business Services Consultant (2 FTE): \$25,742, and Quality Assurance Coordinator (2 FTE): \$25,904. Equus offers a performance based incentive to Project Directors, based on a defined plan with identified benchmarks. The Project Director can earn up to the maximum based on number of benchmarks achieved: \$739. Benefits and taxes are based on a percentage of total salaries (\$168,931). Benefits and taxes in our costs include: FICA (7.5%): \$12,725, FUTA (0.42%): \$88 SUTA (.4%): \$86, Medical Benefits (7.3%): \$12,386, Life Insurance (0.07%): \$119, Disability (0.67%): \$1,137, Retirement (3%): \$5,090, Workers' Compensation (2.35%): \$3,987. Total Personnel & Benefits equal \$205,288.</p>	\$205,288
Professional & Outside Services	<p>Audit Fees: Equus is required to conduct an annual audit for schedule of federal expenditures and indirect cost review. The cost of the audit is calculated as 0.20% of revenue and equals \$531. Payroll processing: Payroll processing costs are budgeted at \$2 per FTE per pay period for 11.63 FTEs and 26 pay periods which totals \$158. Total professional & Outside Services equal \$689.</p>	\$689
In-State Travel	<p>Mileage: In-State Travel includes mileage at the federal reimbursement rate of \$0.67 per mile for 1,175 miles per month for 12 months which equals \$2,462. Total In-State Travel equals \$2,462.</p>	\$2,462
Out-Of-State Travel	<p>Equus hosts an annual conference for Project Directors. The Project Director will also attend the Southwest Regional Meeting, Costs include 1 airfare ticket, 7 nights of lodging, meals, car rental and gas equaling \$933.</p>	\$933
Other Operating Expenses	<p>Liability Insurance: This project's portion of the cost of General and Professional Liability insurance is calculated as \$5.58 per \$1,000 of revenue and equals \$1,482. Communications: Equus provides a monthly cell phone stipend, with data access for (3 FTE) at a cost of \$75 per month, which equals \$675. We provide a cell phone stipend to 5 FTE at a cost of \$35 per month which equals \$547. Equus provides 5 hot spots with a monthly service fee of \$40 and budgeted at \$532. Postage Meter: We have budgeted for a postage meter at a cost of \$63 per month for a total of \$197 for the 12-month period. Advertising: We have included costs related to outreach and marketing at \$15 per month for 12 months, which equals \$47. Office Supplies: Consumable office and printer supplies include, but are not limited to, pens folder, paper and toner. Equus has a national purchasing agreement with Staples and receives discounted pricing, which we will utilize to purchase all office supplies. We have estimated the cost to be approximately \$573 per month for 12 months or \$1,788. Background Checks: We have budgeted for \$111, Postage: Postage is calculated as \$60 per month for 12 months and equals \$188. TABE: We have estimated costs related to TABE tests at \$521. Quick Base: Quick Base is a data management system we use to improve daily operation, monitoring and reporting. This is calculated at \$810. The Work Number: We have included costs related to The Work Number equals \$1,251. We have initiated Wisely Prepaid cards for participant's pay. The calculated fee for this card us is \$844. Total Other Operating Expenses equal \$8,993.</p>	\$8,993

Client Support Services	Supportive Services: Supportive services may include, but are not limited to, clothing, gas, fingerprinting, and transportation, as needed and allowable, in order for participants to be properly prepared for work experience and/or to remove barriers to program participation or employment. This is estimated at \$284.81 per participant for 33 participants which equals \$9,399. Milestones: Participants earn milestone payments when they complete and earn a credential. We have estimated costs related to these milestones at \$250 per participant for 12 participants for a total of \$3,000. Total Client Support Services equals \$12,399.	\$12,399
Client Training/ITA	We have budgeted for 14 ITAs at \$5,500 per participant for a total cost of \$77,000.	\$77,000
WEX Internships	We have included costs related to WEX Internships at \$7,175 per participant for 13 participants which equals \$93,275.	\$93,275
On-The-Job Training	Equus anticipates coordinating OJT opportunities for 9 job seekers at a cost of \$3,840 each for a total of \$34,560.	\$34,560
Needs Related Payment	Needs related payments have been budgeted at \$1,200 per participant for 6 participants for a total of \$7,200.	\$7,200
Indirect Costs	Indirect costs represent those common costs associated with the efforts of Equus overhead staff that support our projects nationwide. Additionally, it covers administration, professional services and other miscellaneous items. Our indirect also represents the costs associated with our proprietary workforce tools and materials such as LinkedIn Learning and Google. We also have a partnership with WebEx that allows us to bring call/video conferencing capabilities to the project, which is included in our indirect costs. As indicated by the indirect rate plan and independent auditor's opinion of the plan attached, our proposed budget includes a lower, allowable indirect rate of 10.56% of subtotal indirect costs and equals \$23,059.	\$23,059
Total Amount		\$465,858
Profit	Equus' profit factors in the complexity of the work to be performed, benefit received and quality of our past performance. This is calculated as \$2,011.83 per month for 12 months which equals \$24,142.	\$24,142
Total Budget, Including Profit		\$490,000

Dislocated Worker Performance for PY 2024/2025

Service Level	Goal	Monthly Goal	Performance Dollars	Performance Weight %	Unit Value	
Basic Career Services	Enrollments	55	5	2,414.20	10%	43.8945
	Number of participants who began WEX/Internships	13	1	3,621.30	15%	278.5615
Individual Career Services	Number of participants who became employed	10	1	1,207.10	5%	120.7100
	Number of participants began OJT	9	1	3,621.30	15%	402.3667
Training Services	Number of participants began ITA	14	1	2,414.20	10%	172.4429
	Number of participants who become employed	17	1	1,207.10	5%	71.0059
Participant Employed at 2nd Quarter	Number of Participants still employed in the second quarter	35	3	1,207.10	5%	34.4886
Participant Employed at 4th Quarter	Number of Participants still employed in the fourth quarter	37	3	1,207.10	5%	32.6243
Median Wages	Average Wage at employment	\$15.00	\$15.00	2,414.20	10%	201.1833
Credential Attainment Rate	Number of Credentials received	10	1	1,207.10	5%	120.7100
Customer Satisfaction	Customer Satisfaction 90 % from the Evaluations	50	4	2,414.20	10%	48.2840
Measurable Skill Gains	Achieve measurable skills gains	17	1	1,207.10	5%	71.0059
			\$ 24,142.00	100%		

Note: Enter in YTD numbers for Performance Achieved

Average Wage Numerator = sum of all hourly wage YTD

Average Wage Denominator = number of jobs YTD

Number of Participants still employed in the second quarter is 76.0%

Number of Participants still employed in the fourth quarter is 71.5%

Measurable Skill Gains is figured at 69%

ATTACHMENT C

Dislocated Worker Performance for PY 2024/2025

Service Level		Goal	Calculated by
Basic Career Services	Enrollments	55	
Individual Career Services	Number of participants who began WEX/Internships	13	
	Number of participants who became employed	10	
	Number of participants who began OJT	9	
Training Services	Number of participants who began ITA	14	
	Number of participants who became employed	17	
	Number of Participants still employed in the second quarter	35	
Participant Employed at 2nd Quarter	Number of Participants still employed in the fourth quarter	37	
Participant Employed at 4th Quarter	Average Wage at employment	\$15.00	
Median Wages	Number of Credentials received	10	
Credential Attainment Rate	Customer Satisfaction 90 % from the Evaluations	50	
Customer Satisfaction	Achieve measurable skills gains	17	
Measurable Skill Gains			

Note: Enter in YTD numbers for Performance Achieved
Average Wage Numerator = sum of all hourly wage YTD
Average Wage Denominator = number of jobs YTD

ATTACHMENT D

The Yuma Private Industry Council Terms and Conditions

These Terms and Conditions are incorporated by reference in each Contract for Services for the Yuma County Workforce Development Board operated by the Yuma Private Industry Council, Inc. during the time these Terms and Conditions are in effect.

A. DEFINITIONS

The following definitions shall apply to terms used in these Special Provisions and in the Contract for Services:

- **“Contract”** or **“this contract”** means the Contract for Services as supplemented with these Standard Provisions and the Scope of Work.
- **“Contract for Services”** means the standard short-form Contract document into which these Standard Provisions are incorporated by reference and which is executed by the WDB and Contractor.
- **“WDB”** means the Yuma County Workforce Development Board operated by the Yuma Private Industry Council or any other County department directly or indirectly involved in the administration of this Contract.
- **“Eligible”** refers to an applicant who meets all Federal, State, and County eligibility requirements for the program being funded under this Contract.
- **“Federal”** refers to the United States Government and its departments and agencies providing funding to the WDB.
- **“Participant”** means an individual who is declared eligible and is legally enrolled in a program authorized under this Contract and who is receiving training or services (not including outreach and intake services) authorized under this Contract.
- **“Program Income”** means gross income, including interest, earned by the Contractor from activities supported by funds provided under this Contract, and shall include (but is not limited to) earned income, loan processing/packaging fees, service fees, fund-raising activities, sales, usage or rental fees, and royalties.
- **“State”** means the State of Arizona, its Department of Economic Security, and any other State agency or department administering the programs addressed in this Contract.
- **“YPIC”** means the Yuma Private Industry Council, Inc.
- **“WIOA”** means Workforce Innovation Opportunity Act.

1. ACCOUNTABILITY

To the greatest extent permissible by law, the WDB, and any authorized federal, state, or local agency, including, but not limited to, the State of Arizona Department of Economic Security, the U.S. Department of Labor, and the Comptroller of the United States shall, at all reasonable times, have the right of access to Contractor’s facility, books documents, papers, or other records which are pertinent to this Contract, in access to Contractor’s facility, books, documents, papers, or other records which are pertinent to this Contract, in order to make audits, examinations, excerpts and transcripts and for the purpose of evaluating Contractor’s performance and Contractor’s compliance with this Contract. This provision shall be included

in all Contracts between the Contractor and its subcontractors providing goods or services pursuant to this Contract. The contractor shall be responsible for subcontractors' compliance with this provision and for any disallowed costs or withholding of reimbursements resulting from noncompliance of said subcontractors with this provision.

2. ADVANCE PAYMENT

YPIC may advance funds allocated under this Contract only if the Executive or Operations Director of YPIC finds that the advance is justified by extraordinary circumstances. The contractor's report of cumulative and projected expenditures and earnings in performance of this Contract, verified by YPIC staff, shall accompany and support the Contractor's advance request. Advance payments are a debt of the Contractor to YPIC. YPIC shall not pay for activities and expenditures billed by Contractor under this Contract until the total amount payable by YPIC exceeds the amount of outstanding advance payments. If activities and expenditures billed by the Contractor and payable by YPIC under this Contract within sixty days after an advance payment do not equal or exceed the amount of the advance payment, the Contractor shall immediately repay the difference to YPIC.

3. APPLICABLE LAW

The contractor shall comply with all federal, state, and local laws, rules, regulations, standards, and Executive Orders, without limitation to those designated within this Contract. The laws and regulations of the State of Arizona shall govern the rights of the parties, the performance of this Contract, and any disputes hereunder. Any action relating to this Contract shall be brought in a court of the State of Arizona in Yuma County. Any changes in the governing laws, rules, and regulations during the terms of this Contract shall apply but do not require an amendment.

The Contractor shall, in response to the U.S. Department of Labor, Employment and Training Administration, Training and Employment Guidance Letter No. 3-15, report sub-award information and executive compensation information, including the total compensation and names of the top five executives of the prime recipient and of the first-tier sub-recipients in the FSRs database. Existing grants that are funded by the American Recovery and Reinvestment Act are not subject to this requirement.

4. ARBITRATION

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

5. ASSIGNMENT

The contractor shall not assign its rights to this Contract in whole or in part, without prior written approval of YPIC. Approval may be withheld at the sole discretion of YPIC, provided that such approval shall not be unreasonably withheld.

6. ATTENDANCE AT MEETINGS

YPIC may require the Contractor to attend meetings. The contractor shall ensure the attendance of persons performing services under this Contract when YPIC provides reasonable notice of such meetings.

7. AUDIT

1. The Contractor shall retain data, books, and other records ("Records") relating to this Agreement in accordance with 2 CFR 200.333 and 2 CFR 215.53.
2. In accordance with A.R.S. §35-214, the Contractor shall retain and shall contractually require each subcontractor to retain all data, books, and other records ("records") relating to this Agreement for a period of five (5) years after the completion of the Agreement except if subject to Health Insurance Portability & Accountability Act which is six (6) years from the date of final payment. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce the original of any or all such records.
3. Requirements
 - a. Organization-wide or program-specific audits shall be performed in accordance with Subpart f, the Audit Requirements of the Uniform Guidance which apply to audits for fiscal years beginning on or after December 26, 2014. DOL awards recipients including for-profit and foreign entities that expend \$750,000 or more in a year from any Federal awards must have an audit conducted for that year in accordance with the requirements contained in 2 CFR 200.501. OMB's approved exception at 2 CFR 2900.2 expands the definition of 'non-Federal entity' to include for-profit entities and foreign entities. For-profit and foreign entities that are recipients or subrecipients of a DOL award must adhere to the Uniform Guidance at 2 CFR 200.
 - b. Additional YPIC requirements:
 - i. Contractor shall establish and maintain a separate, identifiable accounting of all funds provided by YPIC pursuant to this Contract.
 - ii. YPIC may require any Contractor to provide a program-specific or financial audit at any time by providing written notice to the Contractor. Such notice shall specify the period to be covered by the audit, the type of audit, and the time for completion and submission of the audit.
 - iii. All audits provided shall be performed by a qualified, independent accounting firm and shall be submitted to YPIC within six months of the close of the Contract period being audited. It shall include any response the Contractor wishes to make concerning any audit findings. Audits shall be submitted to the Yuma County Workforce Development Board operated by Yuma Private Industry Council, Inc. 3834 W 16th Street, Yuma AZ 85364
 - iv. Contractor shall pay all costs for audit and YPIC shall not be responsible for audit costs. Grant funds may be used to pay for audit provided the cost is allowable under the appropriate federal or state grant law and the cost is specifically included in the grant budget approved by YPIC.

8. AUTHORITY TO CONTRACT

The contractor warrants its power and right to enter into this Contract and to participate in the provision of services set forth in this Contract. If any court or authorized administrative agency determines that YPIC does not have authority to enter into this Contract, YPIC shall not be

liable to the Contractor or any third person by reason of such court determination or by reason of this Contract.

9. BACKGROUND CHECKS FOR EMPLOYMENT THROUGH THE CENTRAL REGISTRY

If providing direct services to children or vulnerable adults, the following shall apply:

The provisions of A.R.S. §8-804 (as may be amended) are hereby incorporated in its entirety as provisions of this agreement.

The Contractor will conduct Central Registry Background Checks and will use the information contained in the Central Registry as a factor to determine qualifications for positions that provide direct services to children or vulnerable adults for:

- Any person who applies for a contract with this State and that person's employees;
- All employees of a contractor;
- A subcontractor of a contractor and the subcontractor's employees; and
- Prospective employees of the contractor or subcontractor at the request of the prospective employer.

Volunteers who provide direct services to children or vulnerable adults shall have a Central Registry Background check which is to be used as a factor to determine qualifications for volunteer positions.

A person who is disqualified because of a Central Registry Background Check may apply to the Board of Fingerprinting for a Central Registry exception pursuant to A.R.S. § 41-619.57. A person who is granted a Central Registry exception pursuant to A.R.S. § 41-619.57 is not entitled to a contract, employment, licensure, certification, or other benefit because the person has been granted a Central Registry exception.

Before being employed or volunteering in a position that provides direct services to children or vulnerable adults, persons shall certify on forms that are provided by ADES whether an allegation of abuse or neglect was made against them and was substantiated. The complete forms are to be maintained as confidential.

A person awaiting receipt of the receipt of the Central Registry Background Check may provide direct services to WIOA clients after completion and submittal of the Direct Service Position certification form if the certification states:

The person is not currently the subject of an investigation of child abuse or neglect in Arizona or another state or jurisdiction; and

The person has not been the subject of an investigation of child abuse or neglect in Arizona, or another state or jurisdiction, which resulted in a substantiated finding.

If the Century Registry Background Check specifies any disqualifying act and the person does not have a Central Registry exception, the person shall be prohibited from providing direct services to WIOA clients.

The Contractor shall maintain the Central Registry Background Check results and any related forms or documents in a confidential file for five (5) years after termination of the Agreement.

10. CLEAN AIR & CLEAN WATER ACT

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

11. CLIENT FEES

Unless otherwise specified in the Contract for Services, neither the Contractor, nor subcontractors, nor any agent of Contractor shall impose any fees or charges of any kind upon recipients of Contract services.

12. CLOSEOUT

The contractor shall provide to YPIC with a final closeout within thirty days after the end of the term of this Contract, on forms provided by YPIC. Failure to meet this provision may result in non-payment.

13. COLLECTIVE BARGAINING AGREEMENTS

No program funded under this Contract shall impair existing Contracts for services or collective bargaining agreements or be inconsistent with the terms of a collective bargaining agreement without the written concurrence of the labor organization and employer concerned.

14. CONFIDENTIALITY

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

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

15. CONFLICT OF INTEREST

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

16. CONTRACTOR'S CHANGE OF STATUS

The contractor shall give written notice of any change of corporate or entity status not more than fifteen days after the change is effective. A change in corporate or entity status includes but is not limited to change from unincorporated to incorporated and vice versa, and any suspension or termination of corporate status based on failure to comply with reporting requirements.

17. CONTRACTOR'S PERFORMANCE

The contractor's performance under this Contract shall be to the satisfaction of YPIC. YPIC shall have sole discretion to determine the acceptability and progress of work performed and to determine the resulting entitlement to payment under this Contract.

18. COORDINATION

YPIC shall be the Contractor's contact with all Federal and State agencies on matters relating to the administration of this Contract.

19. COPYRIGHT AND OWNERSHIP OF INTELLECTUAL PROPERTY

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

20. DATA SHARING AGREEMENT

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

21. DAVIS-BACON ACT

As the Contractor to this agreement, you must comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR Part 5) when required by Federal Grant Program legislation.

22. DEBARMENT AND SUSPENSION

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made parties listed on the government-wide exclusion in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12859 (3 CFR part 1989 Comp., P. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

YPIC may, by written notice to the Contractor, immediately terminate this Agreement if YPIC determines that the Contractor has been debarred, suspended, or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a Contractor of any public procurement unit or other governmental body. If the

Contractor becomes suspended or debarred, the Contractor shall immediately notify YPIC. YPIC will not make any award or permit any award (sub-recipient or vendor) at any tier to any party (sub-recipient or vendor) that is debarred or suspended or is otherwise excluded from or ineligible for participation in the Federal assistance program under Executive Order 12549 and 12689.

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

- Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency.
- Have not within a three-year (3) period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- Are not presently indicated for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with the commission of any of the offenses enumerated in section 37.5.3.2 of this certification; and
- Have not within a three-year (3) period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause of default.

23. DEBT COLLECTION & AUDIT RESOLUTION

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

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

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

24. DISALLOWED CHARGES OR COSTS

The cost principle set forth in the Code of Federal Regulation, 2 CFR 200 Subpart E, (April 16, 2015), as modified by amendments and additions, on file with the Secretary of State and incorporated herein by reference, shall determine the allowed ability of incurred costs for the purpose of reimbursement costs under Contract Provisions which provide for the

reimbursements of costs. Those costs that are specifically defined as unallowable therein will not be submitted for reimbursement by the Contractor and may not be reimbursed with YPIC funds. The contractor shall reimburse YPIC for improper, unallowable, or unsubstantiated costs discovered as a result of an audit or otherwise within 30 days following the demand for reimbursement by YPIC.

25. DRUG-FREE WORKPLACE

The Drug-Free Workplace Act of 1988, 41 U.S.C. 702 et seq., and 2 CFR 182 require that all award recipients receiving awards from any Federal agency maintain a drug-free workplace. The award recipient must notify the awarding office if an employee of the recipient is convicted of violating a criminal drug statute. Failure to comply with these requirements may be cause for suspension or debarment.

26. ENERGY POLICY AND CONSERVATION ACT

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

27. E-VERIFY

In accordance with A.R.S. §41-4401, the Contractor warrants compliance with all federal immigration laws and regulations relating to employees and warrants its compliance with A.R.S. §23-214, subsection A.

28. EXECUTIVE ORDER 13043 – INCREASING SEAT BELT USE

Pursuant to EO 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, the award 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.

29. EXECUTIVE ORDER 13166 – IMPROVING ACCESS TO SERVICES FOR PERSONS WITH LIMITED ENGLISH PROFICIENCY

As clarified by EO 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, award 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, 68 FR 32289 (May 29, 2003). Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. Award 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 LEP obligations, go to LEP.gov.

30. EXECUTIVE ORDER 13513 – FEDERAL LEADERSHIP ON REDUCING TEXT MESSAGING WHILE DRIVING

Pursuant to EO 13513, Federal Leadership On Reducing Text Messaging While Driving, dated October 1, 2009, award recipients and subrecipients are encouraged to adopt and enforce policies that ban text messaging while driving company-owned or -rented vehicles or government-owned vehicles (GOV), OR while driving privately-owned vehicles (POV) when on official Government business or when performing any work for or on behalf of the

Government. Award recipients and subrecipient are also encouraged to conduct initiatives of the type described in section 3(a) of this order.

31. FEDERAL IMMIGRATION AND NATIONALITY ACT

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

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

32. FINGERPRINTING

The contractor shall comply with and shall ensure that all of the Contractor's employees, independent contractors, subcontractor, volunteers, and other agents comply with, all applicable (current and future) legal requirements relating to fingerprinting, fingerprint clearance cards, certifications regarding pending or past criminal matters, and criminal records checks that relate to contract performance.

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

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

Personnel who are employed by the Contractor, whether paid or not, and who are required or allowed to provide services directly to juveniles or vulnerable adults shall have a valid fingerprint clearance card or shall apply for a fingerprint clearance card within seven working days of employment.

Except as provided in A.R.S. § 46-141, this agreement may be canceled or terminated immediately if a person employed by the Contractor and who has contact with juveniles certifies pursuant to the provisions of A.R.S. § 46-141 (as may be amended) that the person is awaiting trial or has been convicted of any of the offenses listed therein in this State, or of acts committed

in another state that would be offenses in this State, or if the person does not possess or is denied issuance of a valid fingerprint clearance card.

Federally recognized Indian tribes may submit and ADES will accept certifications that state that no personnel who are employed or who will be employed during the term of this Agreement have been convicted of, have admitted committing, or are awaiting trial on any offense as described in A.R.S. § 41-1758.03 (as may be amended).

33. FULL PERFORMANCE OF DUTIES

The failure of YPIC to insist in one or more instances upon the full and complete compliance with any of the terms or provisions of this Contract, or to take any action permitted as a result thereof, shall not be construed as a waiver or relinquishment of the right to insist upon full and complete performance of the same of any other covenant or condition, either in the past or in the future. The acceptance by either party of sums less than may be due and owing it at any time shall not be construed as an accord and satisfaction.

34. FUNDING LIMITATION

If this is a grant-funded project, payments to the Contractor shall not exceed the amount of the funds allocated to and made available to YPIC for this project. The maximum funding under this Contract is subject to availability and continuation of grant funding. This amount may be increased or decreased at any time due to reduction, termination, or any other change in funding. Only grant funds shall be used for compensation paid and payments advanced to the Contractor.

35. HARASSMENT PROHIBITED

The grant recipient and any subrecipients are prohibited from engaging in harassment of an individual based on race, color, religion, sex, national origin, age, disability, or political affiliation or belief, or for beneficiaries, applicants, and participants only based on citizenship status or participation in any WIOA Title I-financially assisted program or activity. Harassing conduct of this type is a violation of the nondiscrimination provisions of WIOA and of 29 CFR Part 38.

- i) Unwelcome sexual advances, requests for sexual favors, or offensive remarks about a person's race, color, religion, sex, national origin, age, disability, political affiliation or belief, or citizenship or participation, and other unwelcome verbal or physical conduct based on one or more of these protected categories constitutes unlawful harassment on that basis(es) when:
- ii) Submission to such conduct is made either explicitly or implicitly a term or condition of accessing the aid, benefit, service, or training of, or employment in the administration of or in connection with, any WIOA title)-financially assisted program or activity; or
- iii) Submission to, or rejection of, such conduct by an individual is used as the basis for limiting that individual's access to any aid, benefit, service, training, or employment from, or employment in the administration of or in connection with, any WIOA Title I-financially assisted program or activity; or
- iv) Such conduct has the purpose or effect of unreasonably interfering with an individual's participation in a WIOA Title I-financially assisted program or activity creating an intimidating, hostile, or offensive program environment.
- v) Harassment because of sex includes harassment based on gender identity or sexual orientation; harassment based on failure to comport with sex stereotypes; and harassment based on pregnancy, childbirth, and related medical conditions. Sex-based harassment

may include harassment that is not sexual in nature but that is because of sex or where one sex is targeted for the harassment.

36. HEADINGS

Headings used in this contract are for convenience only and shall not be used in construing its terms.

37. HEALTH BENEFITS COVERAGE FOR CONTRACEPTIVES

Federal funds may not be used to enter into a renewal of a contract that includes a provision for prescription drug coverage unless the contract also includes a provision for contraceptive coverage. This requirement does not apply to contracts with:

- 1) The religious plans Personal care's HMO and OSF HealthPlans, Inc. and
- 2) Any existing or future plan if the carrier for the plan objects to such coverage on the basis of religious beliefs.

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

38. HEARINGS AND GRIEVANCES

The contractor shall have a written grievances process to provide all applicants and participants with the opportunity for a fair hearing for grievances and shall advise all applicants and participants of their right to present to YPIC, the County, and/or the State any grievances arising from the delivery of Contract services, including but not limited to ineligibility determination, service reduction, suspension or termination, or quality of service.

39. INDEMNIFICATION

Each Party (as "Indemnitor") agrees to defend, indemnify, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. The State of Arizona, Department of Economic Security is self-insured per A.R.S. 41-621.

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

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the (Yuma County) and the State of Arizona, and any jurisdiction or agency issuing any permits for any work arising out of this agreement and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employee (hereinafter referred as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claims processing, investigation, and litigation) (hereinafter referred to be as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in

part, by the negligent or willful acts or omissions of the Contractor or any of the directors, officers, agents, or employees or subcontractor of Such Contractor. This indemnity includes any claim or amount arising out of or recovered under the Worker's Compensation Law or arising out of the failure of such contractor to conform to any federal, state, or local law, statute, ordinance, rule regulation, or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by such contractor from and against any and all claims. It is agreed that such a contractor will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable. Additionally, on all applicable insurance policies, the contractor and its subcontractors shall name the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insured and also include a waiver of subrogation in favor of the State

40. INSURANCE

Minimum Scope of Limits of Insurance:

Each Contractor shall obtain and maintain at its own expense, during the entire term of this Contract the following type(s) and amounts of insurance: (Yuma County and YPIC, Inc. shall be listed as also insured on all policies)

1. Commercial General Liability-Occurrence Form

The policy shall include bodily injury, property damage, personal injury, and broad-form contractual liability.

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

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

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

2. Business Automobile Liability

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

- Combined Single Limit (CSL) - \$1,000,000

- a. Policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by, or on behalf of, the Contractor involving automobiles owned, hired and/or non-owned by the Contractor.
- b. Policy shall contain a waiver of subrogation endorsement as required by this written agreement in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

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

3. Worker's Compensation and Employers' Liability

Workers' Compensation	Statutory
• Employer's Liability	
○ Each accident	\$1,000,000
○ Disease-Each Employee	\$1,000,000
○ Disease-Policy Limit	\$1,000,000

- a. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- b. This requirement shall not apply to each Contractor or subcontractor that is exempt under A.R.S. § 23-901, and when such Contractor or subcontractor executes the appropriate waiver form (Sole Proprietor or Independent Contractor).

B. Additional Insurance Requirements:

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

- The Contractor's policies, as applicable, shall stipulate that the insurance afforded the Contractor shall be primary and that any insurance carried by the Department, its agents, officials, employees, or the State of Arizona shall be excess and not contributory insurance, as provided by A.R.S. § 41-621 (E).
- Insurance provided by the Contractor shall not limit the Contractor(s) liability assumed under the indemnification provisions of this Contract.

C. Notice of Cancellation:

Applicable to all insurance policies required within the Insurance Requirements of this Contract, the Contractor's insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without thirty (30) days prior written notice to the State of Arizona. Within two (2) business days of receipt, the Contractor

must provide notice to the State of Arizona if they receive notice of a policy that has been or will be suspended, canceled, materially changed for any reason, has expired, or will be expiring. Such notice shall be sent directly to the Yuma Private Industry Council, Inc., 3834 W 16th Street, Yuma, AZ 85364, and shall be sent by certified mail, return receipt requested.

D. Acceptability of Insurers:

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

E. Verification of Coverage:

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

- a. All such certificates of insurance and policy endorsements must be received by the State before work commences. The State's receipt of any certificates of insurance or policy endorsements that do not comply with this written agreement shall not waive or otherwise affect the requirements of this agreement.
- b. Each insurance policy required by this Contract must be in effect at, or prior to, commencement of work under this Contract. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.
- c. All certificates required by this Contract shall be sent directly to ADES. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete copies of all insurance policies required by this Contract at any time.

All certificates required by this Contract shall be sent directly to Yuma Private Industry Council, Inc. 3834 W 16th Street, Yuma, AZ 85364. The Contract number and contract description shall be noted or referenced on the certificate of insurance. YPIC reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

F. Subcontractors:

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

G. Approval and Modifications:

The Contracting Agency, in consultation with State Risk, reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements

throughout the life of this contract, as deemed necessary. Such action will not require a formal Contract amendment but may be made by administrative action.

F. Exceptions:

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

41. IT 508 COMPLIANCE

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

42. MODIFICATIONS

Modifications may be made to this Contract in accordance with the following provisions:

- a. All modifications shall be in writing and shall conform to applicable law, Federal and State regulations, and YPIC policies and directives. Approval of modifications is at the sole discretion of YPIC's Executive or Operations Director.
- b. Major modifications shall be by written amendment signed by both parties. Major modifications include modifications that do any of the following:
 - i. Change the purpose of the Contract;
 - ii. Increase or decrease the compensation provided for in the Contract;
 - iii. Change the terms of the Contract;
 - iv. Change the scope or assurances of the Contract;
 - v. Change any section of the Contract other than the Scope of Work/Services or total budget compensation.
 - vi. Change in the amounts of line items by more than 10%.
 - vii. Changes to the organizational chart
 - viii. Any change that is not a minor modification as described below.
- c. Minor modifications may be by written memorandum approved and signed by the Executive or Operations Director of YPIC. Minor modifications are changes in the scope of work/services or budget that do not change the purpose or total compensation of this Contract and do not in any way increase the direct or indirect liability of YPIC or the Contractor under this Contract.

43. MONITORING

YPIC will monitor the Contractor and /or Contractor(s) who shall cooperate in the monitoring of services delivered; facilities; records maintained and fiscal practice. The Contractor must conduct regular oversight and monitoring of its WIOA activities and those of its sub-recipients in accordance with 20 CFR 683.410 and in accordance with the uniform administrative requirements at 29 CFR parts 95 and 97. If monitoring findings stay open beyond a twelve (12) month period and/or the scheduled monitoring is not able to occur due to lack of response or

cancellations by LWDA, the Department may withhold funding until the issues are resolved in line with State rules and/or policy.

44. NO DISPLACEMENT OF WORKERS

No currently employed worker shall be displaced by any participant, including partial displacement such as a reduction in the hours of non-overtime work or a reduction of employment benefits. The contractor shall prohibit such displacement in all subcontracts.

45. NON-AVAILABILITY OF FUNDS

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

46. NON-DISCRIMINATION

The Contractor shall comply with State Executive Orders No. 2023-09, 2023-01, 2009-09 and all other applicable Federal and State laws, rules, and regulations, including the Americans with Disabilities Act. The contractors shall include these provisions in contact with Subcontractors when required by Federal or State law.

47. OFFSHORE PERFORMANCE OF WORK PROHIBITION

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

48. OPEN PARTICIPATION

Unless otherwise specified in the Contract for Services, participation in programs and activities financially assisted in whole or in part by this Contract shall be open to citizens and nationals of the United States, lawfully admitted permanent resident aliens, lawfully admitted refugees and parolees, and other individuals authorized by the Attorney General to work in the United States.

49. PARTICIPANT SELECTION

To be enrolled as a participant in training programs funded under this Contract, an individual must be in need of the training offered by the Contractor. Individuals who possess the skills being offered may not be enrolled.

50. PAY FOR PERFORMANCE CONTRACT STRATEGIES

If any subrecipients (Local Workforce Development Boards (LWDBs)) of the award recipient elect to set aside funds for pay-for-performance (PFP) contract strategies under 20 CFR 683.520, a separate grant agreement must be created to administer these funds. The award recipient must provide sufficient notice to the Grant Officer, through its FPO, of any LWDB's decision to reserve up to 10% of its total local Adult/Dislocated Worker or Youth allotment for

PPF contract strategies so that a new grant agreement can be issued to cover those funds. The award recipient should inform its FPO as soon as an amount to be reserved under this provision has been finalized.

51. PERSONALLY IDENTIFIABLE INFORMATION

Award recipients must recognize and safeguard personally identifiable information (PII) except where disclosure is allowed by prior written approval of the Grant officer or by court order. Award recipients must meet the requirements in the Training and Employment Guidance Letter (TEGL) 39-11, guidance on the Handling Protection of Personally identifiable information (PII), found at <https://www.dol.gov/general/ppii>

52. PERSONNEL

Unless otherwise provided for, the personnel delivering Contract services shall be employees or volunteers of the Contractor and shall satisfy any qualifications and carry out any duties set forth in this Contract and shall be covered by personnel policies and practices of Contractor. The contractor's employees shall not be considered officers, employees, or agents of YPIC. The contractor certifies that no individual or agent has been employed or retained to solicit or secure this Contract for commission, percentage, or contingent fee except a bona fide employee maintained by the Contractor to secure business.

53. PROFESSIONAL STANDARDS AND LEVELS OF SERVICE

In carrying out its duties under this Contract, the Contractor shall perform in a humane and respectful manner and in accordance with any applicable professional accreditation standards. The contractor shall obtain and maintain all applicable licenses, permits, and authority required for its performance under this Contract.

54. PROGRAM ELIGIBILITY

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

55. PROGRAM INCOME

The contractor shall (a) maintain accurate and complete records pertaining to all Program Income, (b) report Program Income to YPIC on a quarterly basis, and (c) comply with directives issued by YPIC with respect to the disposition of Program Income. Interest income earned in excess of \$250 annually must be returned in accordance with requirements at 2 CFR Part 215.22 (1) for non-profit organizations and institutions of higher education. For state, local governments, and tribal governments, interest income earned in excess of \$100 annually must be remitted at least quarterly in accordance with 45 CFR Part 92.21 (i).

56. PROHIBITION ON PROVIDING FEDERAL FUNDS TO ACORN

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. 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.

57. PROMOTING EQUITABLE DELIVERY OF GOVERNMENT BENEFITS AND EQUAL OPPORTUNITY

The Department of Labor (Labor) seeks to affirmatively advance equity, civil rights, and equal opportunity in the policies, programs, and services it provides. Therefore, consistent with Executive Order 13985, Advancing Racial Equity and Support for Underserved Communities Through the Federal Government, grant and cooperative award recipients must execute the terms and conditions of their award in a manner that advances equity for all, including people of color and others who have been historically underserved, marginalized, and adversely affected by persistent poverty and inequality. This extends to all award activities including, but not limited to, service delivery, selection of subrecipients and contractors, and procurement of goods and services. Government programs are designed to serve all eligible individuals. As an expectation, Labor's award recipients should make the goods and services they provide widely available with the goal of effectively serving a diverse population of eligible individuals; fairly, justly, and impartially in administering the grant award. Award recipients are encouraged to engage in contracting and subcontracting for goods and services related to performing the terms and conditions of their grants in such a way as to achieve equity.

The term "equity" means the consistent and systematic fair, just, and impartial treatment of all individuals, including individuals who belong to underserved communities that have been denied such treatment, such as Black, Latino, Indigenous and Native American persons, Asian Americans and Pacific Islanders and other persons of color; members of religious minorities; lesbian, gay, bisexual, transgender, and queer (LGBTQ+) persons; persons with 22 disabilities; persons who live in rural areas; and persons otherwise adversely affected by persistent poverty or inequality.

The term "underserved communities" refers to populations sharing a particular characteristic, as well as geographic communities, that have been systematically denied a full opportunity to participate in aspects of economic, social, and civic life, as exemplified by the list in the preceding definition of "equity."

58. PROPERTY RECORD RETENTION

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

59. RECORDS, ACCOUNTS AND REPORTS TO BE MAINTAINED BY CONTRACTOR

Except as otherwise directed in writing by the Executive or Operations Director of YPIC, the Contractor shall maintain the following written records:

- a. A list of all applicants and reason for selection or non-selection and participants and their subsequent activities, unless those records are maintained by the American Job Center
- b. A separate account for all monies received under this Contract and accounting records that meet the requirements of the State, the WDB, generally accepted accounting principles, and other pertinent Federal laws and regulations. Such records shall record all

expenditures that are used to support invoices and requests for payment from YPIC under this Contract.

- c. Accounting records that identify the source and application of any funds used to support activities under this Contract other than the funds provided under this Contract. Such records shall meet generally accepted accounting principles.

60. RECORDS, ACCOUNTS AND REPORTS TO BE PROVIDED TO YPIC

Except as otherwise directed in writing by the Executive Director or Operations Director of YPIC, the Contractor shall provide YPIC with the following reports:

- a. Monthly report of enrollment and participant activity changes.
- b. Quarterly reports of program performance
- c. Such other reasonable records and reports may be required by the Executive or Operations Director.

61. REIMBURSEMENT OF EXCESS PAYMENT

Within 30 days of a request from YPIC, Contractor shall submit to YPIC the portion of any payment, which exceeds the amount owed under this Contract.

62. REMEDIES

Either party may pursue any remedies provided by law for the breach of this Contract. No right or remedy is intended to be exclusive of any other right or remedy and each shall be cumulative and in addition to any other right or remedy existing at law or at equity or by virtue of this Contract.

63. REPORTING OF WASTE, FRAUD AND ABUSE

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

64. REQUIREMENT FOR BLOCKING PORNOGRAPHY

No federal funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchange of pornography.

65. RESTRICTION ON HEALTH BENEFITS COVERAGE FOR ABORTIONS

Federal funds may not be expended for health benefits coverage that includes coverage of abortions, except when the abortion, 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 an abortion is performed. This restriction does not prohibit any non-Federal entity from providing health benefit coverage for abortion 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 healthcare entity to discrimination on the basis that the healthcare entity does not provide, pay for, or provide coverage of, or refer for abortions.

- 66. RESTRICTION ON THE PURCHASE OF STERILE NEEDLES OR SYRINGES**
No Federal funds shall be used to purchase sterile needles or syringes for the hypodermic injection of any illegal drug.
- 67. RESTRICTION ON THE PROMOTION OF DRUG LEGALIZATION**
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 schedule of controlled substances established under section 202 of the Controlled Substances Act except for normal and recognized executive congressional communications or where there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance or that federally sponsored clinical trials are being conducted to determine therapeutic advantage.
- 68. REVIEW**
The contract shall be reviewed at any time at the written request of either party.
- 69. RIGHT TO ASSURANCE**
If YPIC is in good faith and has reason to believe that the Contractor does not intend to or is unable to perform or continue performing under this agreement, YPIC may demand in writing that the Contractor give written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of "Days" specified in the demand may, at YPIC's option be the basis for terminating the contract under the rights and remedies available by law or provided by this Agreement.
- 70. RIGHT OF OFFSET**
YPIC shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by YPIC, or damages assessed by YPIC concerning the Contractor(s) non-conforming performance or failure to perform the agreement. The right to offset may include, but is not limited to a deduction from an unpaid balance and a collection against the bid and or performance bonds. Any offset taken for damages assessed by YPIC shall represent a fair and reasonable amount for the actual damages and shall not be a penalty for non-performance.
- 71. SALARY AND BONUS LIMITATIONS**
Recipients and subrecipients shall not use funds to pay the salary and bonuses of an individual, either as direct costs or as indirect costs, at a rate in excess of Executive Level II. The Executive Level II salary may change yearly and is located on the OPM.gov website (<http://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/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, taking into account factors including the relative cost-of-living in the State, the compensation level for comparable State or local government employees, and the size of the organizations that administer Federal programs involved including Employment and Training Administration program. See Training and Employment Guidance Letter No. -06 for further clarification, available at http://wdr.doleta.gov/directive/corr_doc.cfm?DOCN=22632.
- 72. SANCTIONS AND CORRECTIVE ACTIONS**
YPIC may issue Demand for Assurance notices to the Contractor for failure to comply with any of the conditions, requirements, or clauses contained in this agreement. This Demand for Assurance shall include the citation from the agreement that the YPIC requires the Contractors to remedy, the required time frame for a response from the Contractor, what required documents

shall be sent with the response, and to whom the response shall be sent. Failure to comply with the requirements set forth in the Demand for Assurance, and any corrective action agreed to by YPIC, may result in the actions outlined in Sections 37.10.2.1 and 37.10.2.2.

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

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

73. SECTARIAN FACILITIES

Participants shall not be employed on the construction, operation, or maintenance of any facility used or to be used for sectarian instruction or as a place for religious worship.

74. SEVERABILITY

If any provision of this Contract is held to be invalid or unenforceable, the remaining provisions shall continue to be valid and enforceable to the full extent permitted by the law.

75. STATUS OF CONTRACTOR

The status of the Contractor shall be that of an independent Contractor. Neither Contractor nor Contractor's officers, agents, or employees shall be considered an employee of YPIC; nor shall they or their employees be entitled to receive any of the fringe benefits associated with YPIC employment. The contractor will be responsible for payment of all Federal, State, and local taxes associated with the compensation received by the Contractor from YPIC. The contractor shall be responsible for program development and operation. YPIC will ensure contractors is in compliance with State and Federal regulations.

76. STEVEN'S AMENDMENT

All statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with Federal money, shall comply with all requirements of Public Law 116-260 Section 505 Division H: SEC. 505. For federal funding disclosure information, please visit the Stevens Amendment DES Website.

77. SUBAWARD

A subaward means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payment to a contractor or payments to an individual who 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.

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

78. SUBCONTRACTOR

The contractor will be fully responsible for all acts and omissions of its subcontractor, if any, and of persons directly or indirectly employed by subcontractors, and of persons for whose acts any of them may be liable to the same extent that the Contractor is responsible for the acts and omissions of persons directly employed by it. Nothing in this Contract shall create any obligation on the part of YPIC to pay or see to the payment of any money due any subcontractor, except as may be required by law.

The contractor shall not enter into any subcontracts for any of the services to be performed under this Contract unless it receives prior written approval of the subcontract by YPIC. Prior written approval shall not be required for the purchase of supplies that are necessary and incidental to the Contractor's performance under this Contract.

79. SUPPORT SERVICES & PARTICIPANT SUPPORT COSTS

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

80. TERMINATION

- a) Termination for Convenience: YPIC reserves the right to terminate this Contract at any time and without cause by serving upon Contractor 30 days advance written notice of such intent to terminate. In the event of such termination, YPIC's only obligation to the Contractor shall be payment for services rendered prior to the end date of termination. In case of termination of funding by State, Federal government, or other source, YPIC may terminate this Contract by giving five days' written notice to the Contractor, and shall only be obligated to the Contractor to the extent that there is appropriated funding available.
- b) Termination for Cause: This Contract may be terminated at any time without advance notice and without further obligation to YPIC when the Contractor is found to be in default of any provision of this Contract. Advanced monies not earned shall be repaid to the WDB within 30 days of termination or suspension (*this last sentence does not apply to Cost Reimbursement Contracts*).
- c) Suspension for Cause: YPIC may suspend operations and payments under this Contract immediately for violation of Contractual requirements, unsafe working conditions, violation of Federal or State Law, or lack of reasonable progress in accomplishing objectives and service schedules contained in this Contract.
- d) Non-Appropriation of Funds: Notwithstanding any other provision in this Contract, this Contract may be terminated if, for any reason, there is not sufficient appropriated funding available for the purpose of maintaining this Contract. In the event of such

termination, YPIC shall have no further obligation to Contractor, other than for services rendered prior to termination.

81. WORKING CONDITIONS

Where participants are engaged in activities not covered under the Occupational Safety and Health Act of 1970, they shall not be required or permitted to work, be trained, or receive services in buildings or surroundings or under working conditions that are unsanitary, hazardous or dangerous to the participant's health or safety. Participants employed or trained for inherently dangerous occupations, e.g. fire or police jobs, shall be assigned to work in accordance with reasonable safety practices.

82. VETERANS PRIORITY PROVISIONS

The Jobs for Veterans Act (Public Law 107-288) requires recipients to provide priority services to veterans and spouses of certain veterans for receipt of employment, training, and placement services in any job training program directly funded, in whole or in part, by the DOL. The regulations implanting this priority of service can be found at 20 CFT 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 veteran's 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 service, a veteran or spouse must meet the program's eligibility requirements. Recipients must comply with the DOL guidance on veteran's 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.

PY 2023 Workforce Innovation and Opportunity Act (WIOA)
 Dislocated Worker Program Activities
 Annual Funding Agreement
TERMS AND CONDITIONS
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Part A: General Award, System for Award Management and Uniform Guidance

A(1.) Compliance and the Order of Precedence

The recipient of this Federal award must assure to fully comply with the rules and requirements specified in the award document. Program requirements may be located in the Funding Opportunity Announcement (FOA), statutes, Executive Orders, government-wide regulations, agency regulations, agency policy guidance such as Training Employment Guidance Letter (TEGL), and the terms outlined in the award document. The list below identifies the hierarchy of authority.

The following order of precedence applies to your activities under this Federal award. In the event of any inconsistency between the terms and conditions of this Notice of Award (NOA) and other requirements, consult the below order:

1. Workforce Innovation Opportunity Act (WIOA) (Public Law 113-128).
2. Other applicable Federal statutes.
3. Consolidated Appropriations Act, 2023 (Public Law 117-328) dated December 29, 2022.
4. Implementing Regulations.
5. Executive Orders and Presidential Memoranda.
6. The Office of Management and Budget (OMB) Guidance, including the Uniform Guidance at 2 CFR (Code of Federal Regulations) parts 200 and 2900.
7. The U.S. Department of Labor (DOL) or Employment and Training Administration (ETA) directives.
8. Terms and conditions of this award.

The funds that are provided under this NOA must be expended according to all applicable Federal statutes, regulations and policies, including those of the Workforce Innovation and Opportunity Act (WIOA), the applicable approved WIOA State Plan (including approved modifications and amendments to the plan), and any waiver plan approved under WIOA Section 189(i)(3) or Workforce Flexibility (Workflex) plan approved under WIOA Section 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).

A(2.) Training and Employment Guidance Letter (TEGL)

Training and Employment Guidance Letter No. 15-22 and any amendments found at <https://www.dol.gov/agencies/eta/advisories/tegl-15-22> are hereby incorporated into this NOA. Award recipients are bound by the authorizations, restrictions, and requirements contained in the FOA. Therefore, the expenditure of funds by the award recipient certifies that your organization has read and will comply with all the parts that are contained in the NOA.

Notice of Award The funds provided under this Notice of Award (NOA) must be expended according to all applicable Federal statutes, regulations and policies, and the applicable provisions in the appropriations act(s). The funds shall be obligated and expended via a NOA. These obligations and expenditures may not exceed the amount awarded by the NOA unless otherwise amended by the ETA.

A(3.) SF-424, Application for Federal Assistance, and SF-424B, Assurances and Certifications

The signed SF-424, Application for Federal Assistance, has been included as an attachment to this award. The individual that signed the SF-424 on behalf of the applicant is considered the Authorized Representative of the applicant. As stated in block 21 of the SF-424 form, the signature of the Authorized Representative on the SF-424 certifies that the award recipient is in compliance with the Assurances and Certifications form SF-424B available at Grants.gov. The award recipient does not need to submit the SF-424B form separately.

A(4.) Federal Project Officer (FPO)

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

Name: Marian Esver
Telephone: (415) 625-7948
E-mail: Esver.Marian@dol.gov

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

A(5.) System for Award Management

System for Award Management (SAM) is the official Federal system that collects, validates, stores, and disseminates business information about the Federal government's trading partners in support of contract awards, grants, and electronic payment processes.

A SAM registration is required for an entity to be able to apply for Federal awards, to request amendments to existing awards, and to enable them to closeout expiring awards. See [Training and Employment Notice \(TEN\) 18-17](#) for additional guidance.

Unless the award recipient is exempt from this requirement under 2 CFR 25.110, the grant award or cooperative agreement recipient must maintain current information in the SAM. This includes information on the recipient's immediate and highest-level owner and subsidiaries, as well as on all of the recipient's predecessors that have been awarded a Federal contract or Federal financial assistance within the last three years, if applicable,

until the award recipient submits the final financial report required under this Federal award or receive the final payment, whichever is later.

DOL advises award recipients and other awardees of Federal awards such as cooperative agreements registered in SAM to review their registration information, particularly their financial information and points of contact. Assistance is available by contacting the Federal Service Desk at [FSD.gov](https://www.fsd.gov). Grant award or cooperative agreement recipients should contact ETA at ETAAccountingGrants@dol.gov if they find that payments have been paid to a bank account other than their registered bank account.

DOL routinely checks the validity of a grant award or cooperative agreement recipient's SAM registration and verifies that the recipient is not included on the excluded parties list before making an award or approving a modification to an existing award. Failure to have an active SAM registration can delay award recipients from receiving their initial award or requested modifications to their existing awards.

DOL further encourages award recipients to review the expiration date of their SAM registration and begin the renewal process well in advance, to ensure that their registration remains valid. If the award recipient has not logged in and updated its entity registration record within at least the past 365 days, its record will expire and go into inactive status. Timely renewal will ensure that the award recipient can continue to request and receive modifications to their existing grants, as well as apply for new funding opportunities. Further, the EIN number must remain active until the award closeout process is fully completed.

A(6.) Unique Entity Identifier Requirements

Effective on April 4, 2022, the DUNS Number was replaced by a new, non-proprietary identifier requested in and assigned by [SAM.gov](https://sam.gov). This new identifier is called the Unique Entity Identifier (UEI), or the Entity ID. To learn more about how to access your UEI, please visit the U.S. General Service Administration (GSA), [Unique Entity Identifier Update webpage](#).

If the grant award or cooperative agreement recipient is authorized to make subawards (see definition below in Section A (10.)) under this award, then the recipient:

1. Must notify potential subrecipients that no entity may receive a subaward from the award recipient until the entity has provided its UEI to the recipient.
2. May not make a subaward to an entity unless the entity has provided its UEI to the grant award or cooperative agreement recipient. Subrecipients are not required to obtain an active SAM registration but must obtain a UEI.

A(7.) Uniform Guidance Revisions

The Office of Management and Budget issued revisions to 2 CFR parts 25, 170, 183, and 200 (the Uniform Guidance) on August 13, 2020, and February 22, 2021 (technical correction). These revisions became effective November 12, 2020, except for the amendments to 2 CFR 200.216 and 200.340, which were immediately effective on August 13, 2020. The award recipient must operate in compliance with these revised regulations. Please note that the section numbering in the Uniform Guidance has changed in some instances, and this terms and conditions document has been updated accordingly.

A(8.) Subawards

A *subaward* means an award provided by a *Pass-Through Entity* (PTE) to a subrecipient for the subrecipient to carry out part of a Federal award received by the PTE. 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 PTE considers a contract.

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

A(9.) Vendor/Contractor Defined

The term "contractor," sometimes referred to as a vendor, is a dealer, distributor, merchant or other seller providing goods or services that are required to implement a Federal program (see 2 CFR 200.1). These goods or services may be for an organization's own use or for the use of the beneficiaries of the Federal program. Additional guidance on distinguishing between a subrecipient and a contractor (vendor) is provided in 2 CFR 200.331. When procuring contractors for goods and services, DOL/ETA recipients and subrecipients must follow the procurement requirements found at 2 CFR 200.320 (except states, pursuant to 2 CFR 200.317), which calls for free and open competition.

A(10.) Technical Assistance, Resources, and Information

Additional resources, training, and information to assist the award recipient are located on the ETA website, [Resources webpage](#) and on the Grants Application and Management collection page on [WorkforceGPS.org](#). [SMART training](#) is a technical assistance initiative sponsored by DOL/ETA to assist its award recipients and subrecipients in improving its program/project operations through effective grants management. Please take some time to review the training modules which are focused on:

Strategies for sound grant management that include:

Monitoring,
Accountability,

Risk mitigation and
Transparency.

These four themes are woven throughout the OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, also known as the Uniform Guidance (2 CFR Part 200 and 2 CFR Part 2900). The 508-compliant PowerPoints of the modules may be found on WorkforceGPS.org at the [Resource](#) page.

A(11.) Monitoring, Technical Assistance, and Additional Specific Conditions of Award

All award recipients, including states and territories managing the Unemployment Insurance programs, are subject to 2 CFR 200.208, *Specific conditions*, which indicates that the Federal awarding agency may adjust specific award conditions as needed. A specific condition is based on an analysis of the following factors:

1. Based on the criteria in §200.206, *Federal awarding agency review of risk posed by applicants*;
2. The applicant or recipient's history of compliance with the general or specific terms and conditions of a Federal award;
3. The applicant or recipient's ability to meet expected performance goals as described in 2 CFR 200.211; or
4. A responsibility determination of an applicant or recipient.

Additional Federal award conditions may include items such as the following:

1. Requiring payments as reimbursements rather than advance payments;
2. Withholding authority to proceed to the next phase until receipt of evidence of acceptable performance within a given performance period;
3. Requiring additional, more detailed financial reports;
4. Requiring additional project monitoring;
5. Requiring the non-Federal entity to obtain technical or management assistance; or
6. Establishing additional prior approvals.

Award recipients may be required to obtain technical or management assistance through an established provider/contractor that has been selected or hired by DOL/ETA that may include in-person or remote assistance.

A(12.) Evaluation, Data, and Implementation

Award recipients must cooperate during the implementation of a third-party evaluation. This means providing DOL/ETA or its authorized contractor with the appropriate data and access to program operating personnel and participants in a timely manner.

A(13.) Program Requirements

TEGL No. 15-22 contains the program requirements for this award.

Part B: Indirect Costs, Budget, and Cost Share (Match)

B(1.) Indirect Cost Rate – Financial Reporting for NICRA and De Minimis

All award recipients with an approved NICRA or de minimis rate must report indirect costs on their FINAL ETA-9130 Financial Report. If an award recipient has a NICRA and a CAP, only the indirect costs tied to the NICRA are reported on the FINAL ETA-9130 Financial Report. The grant recipient may refer to the ETA-9130 Report for additional guidance.

B(2.) Budget - Approved

The award recipient's budget documents are attached in this NOA. The documents are: 1) the SF-424, included as Attachment A. The award recipient must confirm that all costs are allowable, reasonable, necessary, and allocable before charging any expense. Pursuant to 2 CFR 2900.1, the approval of the budget as awarded does not constitute prior approval of those items specified in 2 CFR part 200 and 2 CFR part 2900 or as a part of the grant award as requiring prior approval. The Grant Officer is the only official with the authority to provide such approval.

Any changes to the budget that impact the Statement of Work (SOW) and agreed upon outcomes or deliverables will require a request for modification and prior approval from the Grant Officer.

If the period of performance will include multiple budget periods, subsequent budget periods are subject to the availability of funds, program authority, satisfactory performance, and compliance terms and conditions of the Federal award.

Unless otherwise authorized in a grant award or cooperative agreement or subsequent modification, recipients must expend funds with the shortest period of availability first (20 CFR 683.110).

B(3.) Budget Flexibility

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

Any request for a budget modification or non-competing extension of the final budget should be submitted to the Grant Officer, in writing, at least 30 days before the Period of Performance is scheduled to expire. Such requests usually are for a period of up to 12 months.

As directed in 2 CFR 200.308(f), for programs where the Federal share is over the Simplified Acquisition Threshold (SAT) (currently \$250,000), the transfer of funds among direct cost categories or programs, functions, and activities is restricted such that if the cumulative amount of such transfers exceeds or is expected to exceed 10% of the total budget as last approved by the Federal awarding agency, the award recipient must receive prior approval from the Grant Officer. Any changes within a specific cost category on the SF-424A do not require a grant modification unless the change results in a cumulative transfer among direct cost categories exceeding 10% of total budget. It is recommended that the assigned Federal Project Officer or point of contact review any within-line changes to the award recipient's budget prior to implementation to ensure they do not require a modification.

For programs where the Federal share of the project is below the SAT of \$250,000, recipients are not required to obtain the Grant Officer's approval when transferring funds among direct cost categories.

B(4.) Non-Federal Cost Sharing or Matching

This award does not include a cost sharing or matching requirement.

Part C: Funds Management

C(1.) Funds – Payment Management System (PMS)

Upon receipt of a NOA, in order to draw funds from the U.S. Department of Health and Human Services (HHS) Payment Management System (PMS), an active account must be established. To establish an account, award recipients must complete an SF-1199A and PMS Access form (shown as the PMS New User Access Request on the PMS website) (User Access). DOL is responsible for completing portions of the SF-1199A and submitting the completed SF-1199A to the Division of Payment Management, which operates PMS. Federal award recipients do not need to complete these forms if they already have an account with PMS.

C(2.) Funds - Return & Refunds

DOL does not accept paper checks for any type of returned funds. For active grants, all return of funds are to be submitted electronically through the PMS operated by the HHS via the same method as a drawdown. For grants that have been cancelled or are expired (typically older than five years), incoming payments, including returns and recoveries to DOL, must be made via the Pay.gov website.

If there are questions regarding the return of funds, or your organization no longer has access to PMS, contact the **DOL/ETA, Office of Financial Administration via email at: ETA-ARteam@dol.gov** for further assistance.

Part D: Costs - Limitations, Items, and Restrictions

D(1.) PY 2019 Administrative Costs Limit Change – Coronavirus Aid, Relief, and Economic Security (CARES) Act

Pursuant to Public Law 116-136 (the CARES Act), and notwithstanding WIOA section 128(b)(4), for PY 2019, no more than 20% of the total amount allocated to a local area may be used for the administrative costs of carrying out local workforce investment activities under WIOA Chapter 2 (Youth Workforce Investment Activities) and Chapter 3 (Adult and Dislocated Worker Employment and Training Activities), if the portion of the total amount of administrative costs that exceeds 10% of the total amount allocated is used to respond to a qualifying emergency.

D(2.) PY 2019 Rapid Response Activities Change – CARES Act

Pursuant to Public Law 116-136 (the CARES Act), the funds reserved by a Governor for PY 2019 for statewide activities under WIOA 128(a) that remain unobligated may be used for statewide rapid response activities as described in WIOA 134(a)(2)(A) for responding to a qualifying emergency.

D(3.) Administrative Costs

Administrative costs are defined in the WIOA at 20 CFR 683.215. Limitations on administrative costs are described at 20 CFR 683.205. Under no circumstances may the administrative costs exceed these limits. The award recipient will be monitored for compliance with the administrative cost limits throughout the grant's period of performance. Any amounts that exceed these limitations will be disallowed and subject to debt collection.

D(4.) Consultants

For the purposes of this grant award, the Grant Officer has determined that fees paid to a consultant who provides services under a program shall be limited to \$815.00 a day (representing an eight-hour workday). Such costs must be reasonable, allocable, and allowable to the program. Any fees paid in excess of this amount cannot be paid without prior approval from the Grant Officer.

D(5.) Equipment

The requirement that award recipients obtain prior approval from the Grant Officer for all purchases of equipment (as described in 2 CFR 200.439) is waived in accordance with 2 CFR 200.308(c)(4) and 20 CFR 683.200, and approval authority is delegated to the Governor for programs funded under Section 127 (Youth) or Section 132 (Adult & Dislocated Worker) of WIOA or under the Wagner-Peyser Act. Notwithstanding this waiver, the Grant Officer reserves the right to reimpose the requirement of prior approval, after providing advance notice to the recipient.

D(6.) Pre-Award Costs

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

D(7.) Program Income

The "Addition" method as described in 2 CFR 200.307 must be used in allocating any program income generated for this awards award. The award recipient must expend all program income prior to drawing down any additional funds as required at 2 CFR 200.305(b)(5) and 2 CFR 200.307(e). The DOL will require any program income remaining at the end of period of performance to be returned to DOL. In addition, award recipient(s) must report program income on the quarterly financial report using the applicable ETA-9130 or SF-425 reports.

D(8.) Supportive Services & Participant Support Costs

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

D(9.) Travel

This award waives the prior approval requirement for domestic travel as contained in 2 CFR 200.475. For domestic travel to be an allowable cost, it must be necessary, allowable, reasonable, allocable and conform to the non-Federal entity's 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 U.S. Flag air carrier if service provided by such carrier is available.

D(10.) Travel – Mileage Reimbursement Rates

Pursuant to 2 CFR 200.475(a), all award recipients must have policies and procedures in place related to travel costs; however, for reimbursement on a mileage basis, this Federal grant award cannot be charged more than the maximum allowable mileage reimbursement rates for Federal employees. Mileage rates must be checked annually at GSA's [Privately Owned Vehicle \(POV\) Mileage Reimbursement Rates webpage](#) to ensure compliance.

D(11.) Travel – Foreign

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

D(12.) Conferences and Conference Space

Conferences sponsored in whole or in part by the award recipient are allowable if the conference is necessary and reasonable for the successful performance of the Federal award. Award recipients are urged to use discretion and good judgment to ensure that all conference costs charged to the grant are appropriate and allowable. For more information on the requirements and the allowability of costs associated with conferences, refer to 2 CFR 200.432. Recipients will be held accountable to the

requirements in 2 CFR 200.432. Therefore, costs that do not comply with 2 CFR 200.432 will be questioned and may be disallowed.

D(13.) Hotel-Motel Fire Safety

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

D(14.) WIOA Infrastructure

WIOA, Section 121(b)(1)(B) and 20 CFR 678.400 require the following programs to be One-Stop partners:

1. WIOA, Title I programs: Adult, Dislocated Worker, and Youth formula programs, Job Corps, YouthBuild, Native American programs, National Dislocated Worker Grants (DWG), and NFJP;
2. Wagner-Peyser Act Employment Service (ES) program authorized under the Wagner-Peyser Act (29 U.S.C. 49 et seq.), as amended by WIOA, Title III;
3. SCSEP authorized under Title V of the Older Americans Act of 1965;
4. Trade Adjustment Assistance (TAA) activities authorized under Chapter 2 of Title II of the Trade Act of 1974;
5. Unemployment Compensation (UC) programs;
6. Jobs for Veterans State Grants (JVSG) programs authorized under Chapter 41 of Title 38, U.S.C.; and

With the exception of Native American programs established under WIOA, Section 166 all One-Stop partner programs, including all programs that are funded under Title I of WIOA, are required to contribute to the infrastructure costs and certain additional costs of the One-Stop delivery system in proportion to their use and relative benefits received, per 20 CFR 678.700 and 678.760. While Native American programs are not required to contribute to infrastructure costs per WIOA Section 121(h)(2)(D)(iv), they are strongly encouraged to contribute as stated in TEG L No. 17-16. The sharing and allocation of infrastructure costs between One-Stop partners is governed by WIOA Section 121(h), WIOA's implementing regulations, and the Federal Cost Principles contained in the Uniform Guidance at 2 CFR part 200 and DOL's exceptions at 2 CFR part 2900.

If not deemed a required one-stop partner, it is strongly recommended that the award recipient partner with the local WIOA one-stop delivery system in its service area(s). The one-stop system can assist with referrals, labor market information, and many other services that will directly benefit the management and performance of your grant. The one-stop system also provides access to a wide range of publicly- and privately-funded education, employment, training, and supportive services while also providing high-quality customer service to job seekers, workers, and businesses.

D(15.) Pay-For-Performance Contract Strategies

If any subrecipients (Local Workforce Development Boards (LWDBs)) of the award recipient elect to set aside funds for pay-for-performance (PFP) contract strategies under 20 CFR 683.520, a separate grant agreement must be created to administer these funds. The award recipient must provide sufficient notice to the Grant Officer, through its FPO, of any LWDB's decision to reserve up to 10% of its total local Adult/Dislocated Worker or Youth allotment for PFP contract strategies so that a new grant agreement can be issued to cover those funds. The award recipient should inform its FPO as soon as an amount to be reserved under this provision has been finalized.

D(16.) Procurement

The Uniform Guidance (2 CFR 200.317) require States (as defined in 2 CFR 200.1) to follow the same procurement policies and procedures it uses for non-Federal funds. The state must comply with 2 CFR 200.321, 200.322, and 200.323 and ensure that every purchase order or other contract includes any clauses required by 2 CFR 200.327. The grant award recipient(s) must also follow the requirements regarding the competitive selection of One-Stop Operators at WIOA Sections 121(d) and 123.

Part E: Reporting, Audit, and Closeout

E(1.) Reports – Financial Reports

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

- 1) **Financial Reports.** All ETA award recipients are required to report financial data on the ETA-9130 Financial Report. ETA-9130 reports are due no later than 45 calendar days after the end of each specified reporting quarter. Reporting quarter end dates are March 31, June 30, September 30, and December 31. A final financial report must be submitted no later than 120 calendar days after the quarter encompassing the award end date ends, or 120 calendar days after the completion of the quarter in which all funds have been expended, whichever comes first. For additional guidance on ETA's financial reporting, reference ETA-9130 Financial Reporting Resources.

E(2.) Federal Funding Accountability and Transparency Act (FFATA or Transparency Act)

Applicable to grants and cooperative agreements:

- 1) Reporting of first-tier subawards.
 - a) *Applicability.* Unless the award recipient is exempt as provided in paragraph [4.] of this award term, the award recipient must report each action that equals or exceeds \$30,000 in Federal funds for a subaward to

a non-Federal entity or Federal agency (see definitions in paragraph [5.] of this award term).

b) *Where and when to report.*

I. The Federal entity or Federal agency must report each obligating action described in paragraph [1.a.] of this award term to FSRS.gov.

II. For subaward information, the recipient must report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)

c) *What to report.* The award recipient must report the information about each obligating action that the submission instructions posted at FSRS.gov specify.

2) Exemptions.

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

a) Subawards; and

b) The total compensation of the five most highly compensated executives of any subrecipient.

3) Definitions.

For purposes of this award term:

a) *Federal Agency* means a Federal agency as defined in 5 U.S.C. 551(1) and further clarified by 5 U.S.C. 552(f).

b) *Non-Federal Entity* means all of the following, as defined in 2 CFR part 25:

I. A Governmental organization, which is a State, local government, or Indian tribe;

II. A foreign public entity;

III. A domestic or foreign nonprofit organization; and

IV. A domestic or foreign for-profit organization.

c) *Executive* means officers, managing partners, or any other employees in management positions.

d) *Subaward*:

I. This term is used as a legal instrument to provide support for the performance of any portion of the substantive project or program for which the grant recipient received this award and that the grant recipient as the recipient award to an eligible subrecipient.

II. The term does not include the award recipient's payment to a contractor, as defined in 2 CFR 200.331, for property and services needed to carry out the project or program.

III. A subaward may be provided through any legal agreement, including an agreement that the grant recipient or a subrecipient considers a contract.

- e) *Subrecipient* means a non-Federal entity or Federal agency that:
 - I. Receives a subaward from the award recipient under this award; and
 - II. Is accountable to the grant recipient for the use of the Federal funds provided by the subaward.
- f) *Total compensation* means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):
 - I. *Salary and bonus.*
 - II. *Awards of stock, stock options, and stock appreciation rights.* Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
 - III. *Earnings for services under non-equity incentive plans.* This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives and are available generally to all salaried employees.
 - IV. *Change in pension value.* This is the change in present value of defined benefit and actuarial pension plans.
 - V. *Above-market earnings on deferred compensation which is not tax-qualified.*
 - VI. Other compensation, if the aggregate value of all such other compensation (e.g., severance, termination payments, value of life insurance paid on behalf of the employee, perquisites, or property) for the executive exceeds \$10,000.

E(3.) Integrity and Performance Matters – FAPIIS

- 1) If the total value of the currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then the award recipient during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in Paragraph 2 of this award term and condition. This is a statutory requirement under Section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by Section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

- 2) Proceedings about which the award recipient must report. Submit the information required about each proceeding that:
- a) Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;
 - b) Reached its final disposition during the most recent 5-year period; and
 - c) Is one of the following:
 - I. A criminal proceeding that resulted in a conviction, as defined in Paragraph 5. of this award term;
 - II. A civil proceeding that resulted in a finding of fault and liability and paying a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
 - III. An administrative proceeding, as defined in Paragraph 5. of this award term, that resulted in a finding of fault and liability and grant recipient payment of either monetary fine or penalty of \$5,000 or more or a reimbursement, restitution, or damages in excess of \$100,000; or
 - IV. Any other criminal, civil, or administrative proceeding if:
 - a. It could have led to an outcome described in Paragraph 2.c.I, II, or III of this award term;
 - b. It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on the grant recipient's part; and
 - c. The requirement in this award term to disclose information about the proceeding does not conflict with applicable laws and regulations.
- 3) Reporting procedures. Enter in SAM, Entity Management area (formerly CCR), or any successor system, the FAPIIS information that SAM requires about each proceeding described in Paragraph 2 of this award term. The award recipient does not need to submit the information a second time under assistance awards that were received if the recipient already provided the information through SAM (formerly CCR) because the recipient was required to do so under Federal procurement contracts that the recipient was awarded.
- 4) Reporting frequency. During any period of time when the award recipient is subject to the requirement in Paragraph 1 of this award term, the award recipient must report FAPIIS information through SAM no less frequently than semiannually following the initial report of any proceedings for the most recent 5-year period, either to report new information about any proceeding(s) that the award recipient has not reported previously or to affirm that there is no new information to report.
- 5) Definitions. For purposes of this award term:
- a. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., SEC

Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level. It does not include audits, site visits, corrective plans, or inspection of deliverables.

- b. Conviction, for purposes of this award term, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.
- c. Total value of currently active grants, cooperative agreements, and procurement contracts includes —
 - I. Only the Federal share of the funding under any award with a recipient cost share or match; and
 - II. The value of all options, even if not yet exercised.

E(4.) Audits

Organization-wide or program-specific audits must be performed in accordance with Subpart F, the Audit Requirements of the Uniform Guidance. DOL award recipients that expend \$750,000 or more in a year from any Federal awards must have an audit conducted for that year in accordance with the requirements contained in 2 CFR 200.501. OMB's approved DOL exception at 2 CFR 2900.2 expands the definition of 'non-Federal entity' to include for-profit entities and foreign entities. As such, for-profit and foreign entities that are recipients/subrecipients of a DOL award must adhere to the Uniform Guidance at 2 CFR 200, including Subpart F. Audits of direct award recipients that are for-profit and foreign entities must be submitted directly to: USDOL ETA-OGM, Attn: Audit Resolution, 200 Constitution Ave NW, Room N-4716, Washington, DC 20210. All other audit reports are submitted through the Federal Audit Clearinghouse.

The Federal Audit Clearinghouse (FAC) will transition from the U.S. Census Bureau (Census) to the U.S. General Services Administration (GSA) on October 1, 2023. At that time, all submissions will need to be made through the new FAC hosted by GSA. Any draft not fully submitted to the Census FAC by October 1, 2023 may need to be completely re-started at the new GSA FAC.

E(5.) Audit Submission Deadline Extension Related to Major Disaster Areas

OMB announced on the FAC website that a six-month single audit submission extension is available to non-federal entity recipients in Puerto Rico, Alaska, Florida, South Carolina, and North Carolina that have due dates between September 18, 2022, and December 31, 2022. Although the extension is due to complications created by various weather-related events, the extension is available to all recipients in each of the states and not just those located in certain areas of the states most significantly impacted. OMB encourages recipients in less affected areas to submit their reports as soon as possible.

E(6.) Closeout/Final Year Requirements

At the end of the grant period, the award recipient will be required to close the grant with the DOL. The grant award and cooperative agreement recipient will be notified approximately 15 days prior to the end of the period of performance that the closeout process will begin when the period of performance ends. See ETA's Grant Closeout webpage for further information on the closeout process. The recipient's responsibilities at closeout may be found at 2 CFR 200.344. During the closeout process, the award recipient must be able to provide documentation for all direct and indirect costs that are incurred. For instance, if an organization is claiming indirect costs, the required documentation is a NICRA or CAP issued by the award recipient's FCA. For those approved to utilize a de minimis rate for indirect costs, the grant agreement or cooperative agreement is sufficient documentation. Not having documentation for direct or indirect costs will result in costs being disallowed and subject to debt collection.

The only liquidation that can occur during closeout is the liquidation of accrued expenditures (NOT obligations) for goods and/or services received during the period of performance specified in this award (see 2 CFR 2900.15).

Part F: National Policy and Restrictions

F(1.) 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 the U.S. General Services Administration (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.

F(2.) Domestic Preferences for Procurements

As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of 2 CFR 200.322 must be included in all subawards including all contracts and purchase orders for work or products under this award.

F(3.) Drug-Free Workplace

The Drug-Free Workplace Act of 1988, 41 U.S.C. 702 et seq., and 2 CFR 182 require that all award recipients receiving awards from any Federal agency maintain a drug-free workplace. The award recipient must notify the awarding office if an employee of the

recipient is convicted of violating a criminal drug statute. Failure to comply with these requirements may be cause for suspension or debarment.

F(4.) Flood Insurance

The Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 4001 *et seq.*, provides that no Federal financial assistance to acquire, modernize, or construct property may be provided in communities in the United States identified as flood-prone, unless the community participates in the National Flood Insurance Program and flood insurance is purchased within 1 year of the identification. The flood insurance purchase requirement applies to both public and private applicants for the DOL support. Lists of flood-prone areas that are eligible for flood insurance are published in the Federal Register by Federal Emergency Management Agency (FEMA).

F(5.) 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: the copyright in all products developed under the grant, including a subgrant or contract under the grant or subgrant; and any rights of copyright to which the award 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 DOL has a license or rights of free use in such work, although they may be used to pay costs for obtaining a copy which is limited to the developer/seller costs of copying and shipping.

If revenues are generated by selling products developed with grant funds, including intellectual property, these revenues are considered as program income. Program income must be used in accordance with the provisions of this grant award and 2 CFR 200.307.

The following language must be on all workforce 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 (DOL)'s Employment and Training Administration. The product was created by the recipient and does not necessarily reflect the official position of DOL. DOL 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."

F(6.) Promoting Equitable Delivery of Government Benefits and Equal Opportunity

The Department of Labor (Labor) seeks to affirmatively advance equity, civil rights and equal opportunity in the policies, programs, and services it provides. Therefore, consistent with Executive Order 13985, *Advancing Racial Equity and Support for Underserved Communities Through the Federal Government*, grant award and cooperative agreement recipients must execute the terms and conditions of their award in a manner that advances equity for all, including people of color and others who have been historically underserved, marginalized, and adversely affected by persistent poverty and inequality. This extends to all award activities including, but not limited to, service delivery, selection of subrecipients and contractors, and procurement of goods and services. Government programs are designed to serve all eligible individuals. As an expectation, Labor's award recipients should make the goods and services they provide widely available with the goal of effectively serving a diverse population of eligible individuals; fairly, justly, and impartially in administering the grant award. Award recipients are encouraged to engage in contracting and subcontracting for goods and services related to performing the terms and conditions of their grants in such a way to achieve equity.

The term "equity" means the consistent and systematic fair, just, and impartial treatment of all individuals, including individuals who belong to underserved communities that have been denied such treatment, such as Black, Latino, and Indigenous and Native American persons, Asian Americans and Pacific Islanders and other persons of color; members of religious minorities; lesbian, gay, bisexual, transgender, and queer (LGBTQ+) persons; persons with disabilities; persons who live in rural areas; and persons otherwise adversely affected by persistent poverty or inequality.

The term "underserved communities" refers to populations sharing a particular characteristic, as well as geographic communities, that have been systematically denied a full opportunity to participate in aspects of economic, social, and civic life, as exemplified by the list in the preceding definition of "equity."

F(7.) Personally Identifiable Information

The award recipient(s) must recognize and safeguard Personally Identifiable Information (PII) except where disclosure is allowed by prior written approval of the Grant Officer or by court order. Award recipients must meet the requirements in TEGL No. 39-11, Guidance on the Handling and Protection of PII.

F(8.) Publicity and Lobbying/Advocacy

Publicity - Pursuant to P.L. 117-328, Division H, Title V, Section 503, the award recipient is not authorized to use any funds provided under this award—other than for normal and recognized executive-legislative relationships—for publicity or propaganda purposes, for the preparation, distribution or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video 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.

Lobbying/Advocacy - Pursuant to P.L. 117-328, Division H, Title V, Section 503, no federal funds may be used to pay the salary or expenses of any grant 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 or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a state, local or tribal government in policymaking and administrative processes within the executive branch of that government.

F(9.) Telecommunications Prohibition

Award recipients must adhere to 2 CFR 200.216 - Prohibition on certain telecommunications and video surveillance services or equipment (effective August 13, 2020).

Grant award and cooperative agreement recipients, and subrecipients are prohibited from obligating or expending loan or grant funds to:

Procure or obtain;

Extend or renew a contract to procure or obtain; or

Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). Including telecommunications or video surveillance services provided by such entities or using such equipment and telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained. See Public Law 115-232 (section 889) and 2 CFR 200.471 for additional information.

F(10.) Veterans' Priority Provisions

The Jobs for Veterans Act (Public Law 107-288) requires award recipients to provide priority service to veterans and spouses of certain veterans for the receipt of employment, training, and placement services in any job training program directly funded, in whole or in part, by the DOL. The regulations implementing this priority of service can be found at 20 CFR Part 1010. In circumstances where an award 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 award 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. Award recipients must comply with the DOL guidance on veterans' priority. ETA's 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.

F(11.) Waste, Fraud and Abuse

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

F(12.) Whistleblower Protection

All employees working for contractors, grantees/ grant recipients, subcontractors, subgrantees/ subrecipients, and recipients of cooperative agreements working on this Federal award are subject to the whistleblower rights and remedies established at 41 U.S.C. 4712. The award recipient shall inform its employees and applicable contractors and subrecipients, in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation. The award recipient shall insert the substance of this clause in all subawards and contracts over the Simplified Acquisition Threshold.

F(13.) Executive Order 12928 – Historically Black Colleges and Universities and other Minority Institutions such as Hispanic-Serving Institutions and Tribal Colleges and Universities

Pursuant to Executive Order (EO) 12928, the award 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.

F(14.) Executive Order 13043 - Increasing Seat Belt Use

Pursuant to EO 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, the award 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.

F(15.) Executive Order 13166 - Improving Access to Services for Persons with Limited English Proficiency

As clarified by EO 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, award 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, 68 FR 32289 (May 29, 2003). Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. Award 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 LEP.gov.

F(16.) Executive Order 13513 - Federal Leadership On Reducing Text Messaging While Driving

Pursuant to EO 13513, Federal Leadership On Reducing Text Messaging While Driving, dated October 1, 2009, award recipients and subrecipients are encouraged to adopt and enforce policies that ban text messaging while driving company-owned or -rented vehicles or government-owned vehicles (GOV), or while driving privately-owned vehicles (POV) when on official Government business or when performing any work for or on behalf of the Government. Award recipients and subrecipients are also encouraged to conduct initiatives of the type described in section 3(a) of this order.

F(17.) Public Law: The Build American, Buy America Act (BABAA)

The Build America, Buy America Act ("BABAA") was enacted on November 12, 2021 as part of the Infrastructure Investment and Jobs Act (IIJA), Public Law 117-58. With the passage of the IIJA, federal financial assistance projects for infrastructure must comply with domestic content procurement preference requirements established in BABAA Section 70914. These requirements went into effect May 14, 2022. The Buy America preference requires all iron, steel, manufactured products, and construction materials used for infrastructure projects in the United States under an award to be domestically manufactured. Covered activities include the construction, alteration, maintenance, or repair of public infrastructure, including buildings and real property (See OMB Memorandum M-22-11).

F(18.) Salary and Bonus Limitations

Pursuant to P.L. 117-328, Division H, Title I, Section 105, award recipients and subrecipients shall not use funds to pay the salary and bonuses of an individual, either as direct costs or as indirect costs, at a rate in excess of Executive Level II. The Executive Level II salary may change yearly and is located on the [OPM.gov](https://www.opm.gov) website. The salary and bonus limitation does not apply to contractors (vendors) providing goods and services as defined in 2 CFR 200.331. Where States are recipients of such funds, States may establish a lower limit for salaries and bonuses of those receiving salaries and bonuses from subrecipients, taking into account factors including the relative cost-of-living in the State, the compensation levels for comparable State or local government employees, and the size of the organizations that administer Federal programs involved including DOL programs. See [TEGL 5-06](#) for further clarification.

F(19.) Harassment Prohibited

The grant recipient and any subrecipients are prohibited from engaging in harassment of an individual based on race, color, religion, sex, national origin, age, disability, or political affiliation or belief, or, for beneficiaries, applicants, and participants only, based on citizenship status or participation in any WIOA Title I-financially assisted program or activity. Harassing conduct of this type is a violation of the nondiscrimination provisions of WIOA and of 29 CFR Part 38.

- i. Unwelcome sexual advances, requests for sexual favors, or offensive remarks about a person's race, color, religion, sex, national origin, age, disability, political affiliation or belief, or citizenship or participation, and other unwelcome verbal or physical conduct based on one or more of these protected categories constitutes unlawful harassment on that basis(es) when:
- ii. Submission to such conduct is made either explicitly or implicitly a term or condition of accessing the aid, benefit, service, or training of, or employment in the administration of or in connection with, any WIOA title I-financially assisted program or activity; or
- iii. Submission to, or rejection of, such conduct by an individual is used as the basis for limiting that individual's access to any aid, benefit, service, training, or employment

- from, or employment in the administration of or in connection with, any WIOA Title I-financially assisted program or activity; or
- iv. Such conduct has the purpose or effect of unreasonably interfering with an individual's participation in a WIOA Title I-financially assisted program or activity creating an intimidating, hostile or offensive program environment.
 - v. Harassment because of sex includes harassment based on gender identity or sexual orientation; harassment based on failure to comport with sex stereotypes; and harassment based on pregnancy, childbirth, and related medical conditions. Sex-based harassment may include harassment that is not sexual in nature but that is because of sex or where one sex is targeted for the harassment.

Part G: National Prohibitions and Other Restrictions

G(1.) Contracting with Corporations with Felony Criminal Convictions Prohibited

The award 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.

G(2.) Contracting with Corporations with Unpaid Tax Liabilities Prohibited

The award 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.

G(3.) Trafficking in Persons Prohibited

- 1) This part establishes a government-wide award term for grants and cooperative agreements to implement the requirement in regard to Trafficking in persons.
 - a) *Provisions applicable to a recipient that is a private entity.*
 - I. The award recipient, the award recipient's employees, subrecipients under this award, and subrecipients' employees may not—
 - (A). Engage in severe forms of trafficking in persons during the period of time that the grant award is in effect; or
 - (B). Procure a commercial sex act during the period of time that the award is in effect; or
 - (C). Use forced labor in the performance of the award or subawards under the award.
 - II. DOL as the Federal awarding agency may unilaterally terminate this award, without penalty, if the award recipient or a subrecipient that is a private entity —

- (A). Is determined to have violated a prohibition in paragraph a) I. of this award term; or
 - (B). Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a) I. of this award term through conduct that is either—
 - i. Associated with performance under this award; or
 - ii. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 CFR Part 2998.
- b. *Provision applicable to a recipient other than a private entity.* DOL as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—
- I. Is determined to have violated an applicable prohibition in paragraph a(I) of this grant award term; or
 - II. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a(I) of this grant award term through conduct that is either—
 - (A). Associated with performance under this award; or
 - (B). Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 29 CFR Part 98.
- c. *Provisions applicable to any recipient.*
- I. The award recipient must inform DOL immediately of any information the award recipient receives from any source alleging a violation of a prohibition in paragraph a.I of this grant award term.
 - II. DOL’s right to terminate unilaterally that is described in paragraph a.II or b of this section:
 - (A). Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
 - (B). Is in addition to all other remedies for noncompliance that are available to DOL under this grant award.
 - III. The award recipient must include the requirements of paragraph a) I. of this award term in any subaward the award recipient make to a private entity.
- d. *Definitions.* For purposes of this award term:
- I. “Employee” means either:

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

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

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

III. "Private entity":

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

(B). Includes:

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

ii. A for-profit organization.

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

G(4.) Health Benefits Coverage for Contraceptives

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

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

G(5.) Health Benefits Coverage for Abortions Restricted

Pursuant to P.L. 117-328, Division H, Title V, Section 506 and 507, Federal funds may not be expended for health benefits coverage that includes coverage of abortions, except when the pregnancy is the result of rape or incest, or in the case where a woman suffers from a physical disorder, physical injury, or physical illness, including a life-endangering physical condition caused by or arising from the pregnancy itself that would, as certified

by a physician, place the women in danger of death unless an abortion is performed. This restriction does not prohibit any non-Federal entity from providing health benefits coverage for abortions when all funds for that specific benefit do not come from a Federal source. Additionally, no funds made available through this grant 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.

G(6.) Fair Labor Standards Act Amendment for Major Disasters

Pursuant to P.L. 117-328, Division H, Title I, Section 108, the Fair Labor Standards Act of 1938 (FLSA) will apply as if the following language was added to Section 7 (the Maximum Hours Worked Section). This language specifically relates to occurrences of a major disaster (as declared or designated by the state or federal government) and are applied for a period of two years afterwards. The language is as follows:

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

- (B) employed to adjust or evaluate claims resulting from or relating to such major disaster, by an employer not engaged, directly or through an affiliate, in underwriting, selling, or marketing property, casualty, or liability insurance policies or contracts;
 - (C) who receives from such employer on average weekly compensation of not less than \$591.00 per week or any minimum weekly amount established by the Secretary, whichever is greater, for the number of weeks such employee is engaged in any of the activities described in subparagraph (C); and (C) whose duties include any of the following:
 - (i) interviewing insured individuals, individuals who suffered injuries or other damages or losses arising from or relating to a disaster, witnesses, or physicians;
 - (ii) inspecting property damage or reviewing factual information to prepare damage estimates;
 - (iii) evaluating and making recommendations regarding coverage or compensability of claims or determining liability or value aspects of claims;
 - (iv) negotiating settlements; or
 - (v) making recommendations regarding litigation.
- (2) The exemption in this subsection shall not affect the exemption provided by section 13(a)(1) [of the FLSA].
- (3) For purposes of this subsection—
- (A) the term ‘major disaster’ means any disaster or catastrophe declared or designated by any State or Federal agency or department;
 - (B) the term ‘employee employed to adjust or evaluate claims resulting from or relating to such major disaster’ means an individual who timely secured or secures a license required by applicable law to engage in and perform the activities described in clauses (i) through (v) of paragraph (1)(C) relating to a major disaster, and is employed by an employer that

maintains worker compensation insurance coverage or protection for its employees, if required by applicable law, and withholds applicable Federal, State, and local income and payroll taxes from the wages, salaries and any benefits of such employees; and

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

G(7.) Blocking Pornography Required

Pursuant to P.L. 117-328, Division H, Title V, Section 520, no Federal funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography.

G(8.) Privacy Act

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

G(9.) Procuring Goods Obtained Through Child Labor Prohibited

Pursuant to P.L. 117-328, Division H, Title I, Section 103, no Federal funds may be obligated or expended for the procurement of goods mined, produced, manufactured, or harvested or services rendered, in whole or in part, by forced or indentured child labor in industries and host countries identified by the DOL prior to December 29, 2022. DOL has identified these goods and services at ILAB's List of Products Produced by Forced or Indentured Child Labor webpage.

G(10.) Promotion of Drug Legalization Restricted

Pursuant to P.L. 117-328, 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 and recognized executive-congressional communications or where there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance or that federally sponsored clinical trials are being conducted to determine therapeutic advantage.

G(11.) Public Communications – Certain Information Requirement

Pursuant to P.L. 117-328, 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 non-Federal entities receiving Federal funds shall clearly state:

- 1) The percentage of the total costs of the program or project which will be financed with Federal money;
- 2) The dollar amount of Federal funds for the project or program; and

- 3) The percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources. The requirements of this term are separate from those in 2 CFR Part 200 and, when applicable, both must be complied with.

G(12.) Purchase of Sterile Needles or Syringes Restricted

Pursuant to P.L. 117-328, Division H, Title V, Section 526, no Federal funds shall be used to purchase sterile needles or syringes for the hypodermic injection of any illegal drug. This limitation does not apply to the use of funds for elements of a program other than making such purchases if the relevant State or local health department, in consultation with the Centers for Disease Control and Prevention, determines that the State or local jurisdiction, as applicable, is experiencing, or is at risk for, a significant increase in hepatitis infections or an HIV outbreak due to injection drug use, and such program is operating in accordance with State and local law.

G(13.) Restrictions Against the Creation or Research of Embryos

Pursuant to P.L. 117-328, Division H, Title V, Section 508, no Federal funds shall be used for (1) the creation of a human embryo or embryos for research purposes; or (2) research in which a human embryo or embryos are destroyed, discarded, or knowingly subjected to risk of injury or death greater than that allowed for research on fetuses in utero under 45 CFR 46.204(b) and section 498(b) of the Public Health Service Act (42 U.S.C. 289g(b)). For purposes of this section, the term "human embryo or embryos" includes any organism, not protected as a human subjected under 45 CFR 46 as of December 29, 2022, that is derived by fertilization, parthenogenesis, cloning, or any other means from one or more human gametes or human diploid cells.

Part H: Attachments

H(1.) Attachment A: SF-424

ATTACHMENT E

**CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS
PRIMARY COVERED TRANSACTION**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participant's Responsibilities. The regulations were published as Part VII of the Federal Register dated May 26, 1988, (pages 19160-19211).

- (1) The prospective primary participant certifies to the best of his/her knowledge and belief that he/she and the organization's principals:
- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or Agency;
 - (b) Have not, within a three-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for:
 - (1) Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; or
 - (2) Violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
 - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation.

Mark Douglass, CEO

Name and Title of Authorized Representative

Arbor E&T, LLC dba Equus Workforce Solutions

Organization

Signature



6/26/2024

Date

**CERTIFICATION REGARDING LOBBYING
CERTIFICATION FOR CONTRACTS, GRANTS, LOANS,
AND COOPERATIVE AGREEMENTS**

The undersigned certifies to the best of his/her knowledge and belief that:

- (1) No Federal appropriated funds have been paid or will be paid by on or behalf of the undersigned to any person for influencing or attempting to influence:
 - (a) an officer or employee of any agency,
 - (b) a Member of Congress,
 - (c) an officer or employee of Congress, or
 - (d) an employee of a Member of Congressin connection with awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

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

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

This certification is a material representation of fact upon which reliance was placed when this transaction was entered into or made. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Mark Douglass, CEO

Name and Title of Authorized Representative

Arbor E&T, LLC dba Equus Workforce Solutions

Organization



Signature

6/26/2024

Date

ATTACHMENT F

Workforce Arizona Council
Conflict of Interest Policy

POLICY NAME: Conflict of Interest

POLICY NUMBER: 07

EFFECTIVE DATE: February 23, 2023

ISSUING AGENCY: Workforce Arizona Council

SCOPE: State Workforce Development Board (Workforce Arizona Council), Arizona Department of Economic Security (DES) Staff, Arizona Department of Education Staff, Arizona Commerce Authority/Office of Economic Opportunity Staff, Local Workforce Development Boards (LWDB), Local Workforce Administrative Entities (i.e. grant recipients), One-Stop Operators and Workforce Stakeholders

REFERENCES: Title I of the Workforce Innovation and Opportunity Act (WIOA) of 2014, (Pub. L. 113-128); WIOA Final Regulations – 20 CFR 679.320, 20 CFR 679.410 and 679.430, 20 CFR 678.600 – 678.635, 20 CFR 683.200, 20 CFR 683.220, USDOL Employment and Training Guidance Letters 15-16, 21-16, Workforce Arizona Council WIOA Local Board Governance Policy.

OBJECTIVE: To establish guidelines for conflict of interest, firewalls, and internal controls required under WIOA for Local Workforce Development Boards (LWDBs) and entities serving in more than one role in the ARIZONA@WORK system.

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I. Conflict of Interest Defined – Real, Apparent, and Organizational

A. Conflict of interest refers to circumstances where an individual or an organization the individual represents has competing interests that may affect the individual's ability to act objectively and without bias. There may be circumstances or actions that have the potential to undermine the impartiality of an individual because of a possible clash between the individual's own interests and their organizational role, or between competing organizational roles, when an individual serves in more than one organizational role.

B. Interests attributed to the individual with the potential conflict include:

1. Interests of the individual's spouse or children;
2. Interests of the individual's business partner or outside business interests;
3. Interests of any organization that the individual serves on behalf of or is an employee of;
4. Any action or transaction both financial and non-financial that could result in benefit to the individual's financial and non-financial well-being.

C. Conflicts of interest can be real, apparent, or organizational defined as:

1. **Real/Actual conflict of interest:** A real conflict of interest exists when an individual in his or her official capacity participates in a decision-making process that has a direct effect on the financial interest of his or her personal or business interest or a member of his or her family.
2. **Apparent conflict of interest:** The appearance of a conflict of interest arises where an employee is assigned to participate in an official duty matter where an organization with which the employee has a covered relationship is or represents a party to that matter, or where the matter is likely to affect the interests of a household member, and there are circumstances that would cause a reasonable person with knowledge of the relevant facts to question the employee's impartiality in the official matter.
3. **Organizational conflict of interest:** An organizational conflict of interest can arise when actions are taken or may appear to be taken by any entity involved in more than one role, such that the performance of that entity in one role affects its interest in its other role(s). Organizational conflicts must be mitigated with complete separation of duties, supervision, and restrictions on information access.

II. Written Agreement Required

- A. The possibility of a conflict of interest is inherent in any organization or entity designated or seeking to be designated to perform more than one of the following functions in the local ARIZONA@WORK system: local fiscal agent, staff to the LWDB, member of the LWDB, one-stop operator (OSO), and direct providers of career services for adults and dislocated worker or youth services.
- B. Any organization or entity that has been selected or otherwise designated to perform more than one of these functions must execute a written agreement with the LWDB and Chief Elected Official (CEO) to specify how the organization will carry out its responsibilities and demonstrate compliance with WIOA and corresponding regulations, Uniform Guidance (2 CFR 200), and the State's conflict of interest policy (20 CFR 679.430). The written agreement must include the requirements for internal controls, conflict of interest, and firewalls delineated in this policy.

III. Requirements for Internal Controls

- A. Recipients of WIOA Title I Adult, Dislocated Worker, and Youth Programs, Title II Adult Education, Title III Wagner-Peyser Act, and Title IV Vocational Rehabilitation funds must have an internal control structure and written policies in place that provide safeguards to protect personally identifiable information, records, contracts, grant funds, equipment, sensitive information, tangible items, and other information that is readily or easily exchanged in the open market, or that the U.S. Department of Labor (DOL), the State or the grant recipient considers to be sensitive, consistent with applicable Federal, State and local privacy and confidentiality laws (20 CFR 683.220). DOL has issued specific guidance for the handling and protection of personally identifiable information.
- B. Internal controls are processes established and maintained within an organization to ensure that a Federal award is managed in compliance with Federal statutes, regulations, and the terms and conditions of the Federal award including that the organization evaluates and monitors compliance with applicable laws and regulations, and takes prompt action when noncompliance is identified (Uniform Guidance 2 CFR 200.61 and 200.62, and 20 CFR 683.220).
Internal controls must be in compliance with guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States and the "Internal Control Integrated Framework", issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO) (Uniform Guidance 2 CFR 200.303 and 20 CFR 683.220).
- C. Effective internal controls includes:
1. Process for identifying, evaluating, and deciding how to mitigate risk;
 2. Control activities, documented in written policies and procedures, to ensure management directives are implemented. This includes activities that must have adequate separation of duties such as approvals, authorizations, recording and processing payments, conducting reconciliations, custody of assets, and review of performance;
 3. Information systems sufficient to capture data and other documentation, provide reliable reporting, and demonstrate compliance with Federal and State requirements;
 4. Process for sharing information with staff and Board members; and
 5. Process for monitoring the internal controls to ensure their effectiveness.

IV. Requirements for Conflict of Interest Policies

- A. The LWDB and the non-Federal entity¹ (i.e. grant recipient represented by the CEO) for the Local Workforce Development Area (LWDA) must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of

contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a conflict of interest as defined in this policy (2 CFR 200.318 Uniform Guidance).

B. The LWDB must acknowledge compliance with the conflict of interest provisions included in the State's WIOA Local Board Governance Policy (Section XI, (I), (11)).

V. Requirements for Firewalls

A. Agencies serving multiple roles must create and maintain appropriate firewalls between roles to ensure the transparency and integrity of the local ARIZONA@WORK system's governance, management, and operation. It is the responsibility of the LWDB to demonstrate that the established firewalls meet the requirements of this policy. Such firewalls pertain to the elected leadership of the State or local area as well as to the Boards. Key areas that require firewalls include procurement and financial system functions and responsibilities, and governance roles/functions including the LWDB and committees, staff to the LWDB, grant administrative entities, fiscal agents, and OSOs.

B. An appropriate firewall must include the following:

1. A complete separation of duties between the staff functions and duties where the firewall is needed must be created and enforced. For example, there must be a clearly defined firewall between the staff who provide or oversee direct services to program participants and the staff assigned to serve the LWDB etc. Examples of compliance may include, but are not limited to: 1) the LWDB and its staff exist in an organization separate and distinct from the organization that acts as the One Stop Center Operator and/or service provider; or 2) staff to the LWDB operates in one department of the organization and the One Stop Center Operator and/or service provider operates in another separate and distinct department within the same organization. Departments must demonstrate different reporting structures.
2. The separation of duties must ensure that staff assigned to a specific role (i.e. direct service provider, OSO, fiscal agent, etc.) perform only the functions assigned to that role and do not perform functions specifically prohibited for that role.

Examples of conflicts:

- a. The OSO is not permitted to develop the local plan or negotiate local performance measures per WIOA regulations.
- b. The department responsible for providing adult, dislocated worker, or youth services cannot manage the LWDB member nomination

process or conduct other management responsibilities delegated under WIOA to the Chief Elected Official.

3. Responsibilities for the multiple roles must be clearly communicated and documented in a written agreement or policy;
4. Complete independence over supervision or control of staff;
5. Physical and electronic access to information is restricted;
6. Complete confidentiality over information regarding documentation involved in these duties especially when conducting competitive procurement processes; and
7. Recusal from voting on any related matters applicable to these other duties, when the potential conflict involves the LWDB.

C. WIOA assigns responsibility and decision-making authority to the LWDB for numerous duties that create an actual or perceived conflict of interest when the LWDB is part of an entity that serves multiple roles. Therefore, firewalls are needed especially when the same entity serves as a direct service provider for adults, dislocated workers, or youth, and/or the OSO, and provides staff to the LWDB. Specifically, the LWDB must:

1. Set policy for the LWDA (in partnership with the CEO), which may include how and where services are provided, as well as monitors performance of the service provider(s);
2. Develop a budget for the activities of the LWDB, which includes how much to allocate for services;
3. Negotiate and reach agreement on local performance indicators with the CEO and the Governor;
4. Determine the roles and responsibilities of the OSO. The OSO's role must include system coordination, and may or may not include provision of career services. Career services provided directly by the OSO must be procured through a fair and open competitive process;
5. Determine the process for selecting and awarding contracts to service providers for career services not provided by the OSO including whether these services must be competitively procured;
6. Assess needed changes in services and budget allocation to comply with youth program changes mandated by WIOA;
7. Identify/select youth service providers best positioned to provide youth program elements resulting in strong outcomes. The LWDB may determine that the grant recipient for the LWDA or designated fiscal agent may provide directly some or all of the youth workforce investment activities. This is a LWDB decision, not a grant recipient decision. If a LWDB chooses to award grants or contracts to youth service providers to carry out some or all of the youth workforce investment activities, the

LWDB must award such grants or contracts on a competitive basis (20 CFR 681.400 b);

8. Provide program oversight, in partnership with the CEO, of youth workforce investment activities authorized under WIOA section 129(c), adult and dislocated worker employment and training activities under WIOA sections 134 (c) and (d); and the entire local ARIZONA@WORK system;
9. Ensure the appropriate use and management of the funds provided under WIOA IB for the youth, adult, and dislocated worker activities and local ARIZONA@WORK system; and
10. Ensure the appropriate use, management, and investment of funds to maximize performance outcomes under WIOA section 116.

D. When procuring services through a competitive process, no entity or individual that has any role in the issuance of a solicitation may compete or submit a proposal under that procurement action including development of requirements, drafting the Request for Proposal (RFP) or Invitation for Bid (IFB), evaluation of proposals/bids, and identification of best entity. If necessary, the entity may have to enlist an outside entity to conduct the procurement process to mitigate risk and conflict of interest.

E. The same person or department cannot both provide services and oversee/monitor the provision of those services (Joint WIOA Final Rule, page 55898; Federal Register, Vol 81, no. 161, August 19, 2016). There must be appropriate firewalls between staff providing services and staff responsible for oversight and monitoring of services to ensure that the same person or department is not overseeing, monitoring, and evaluating its own performance in providing services. This provision applies when the same entity is a direct service provider and provides staff to the LWDB, or when the one stop operator also serves as a direct service provider (20 CFR 678.625).

CONTACT ENTITY: Inquiries regarding this policy must be directed to the Workforce Arizona Council staff at Workforce.Council@oeo.az.gov.