

**ACADEMIC AND WORKFORCE PROGRAMS (AWP)  
MEMORANDUM OF UNDERSTANDING (MOU)  
APPROVAL REQUEST FORM**

*The attached MOU requires the approval and signature of the Virginia Community College System Chancellor or designee.*

DATE:

GRANT ADMINISTRATOR:   
Email:   
Phone #:

GRANTEE:

PURPOSE OF MOU:

PERFORMANCE PERIOD: \_\_\_\_\_ TO \_\_\_\_\_

AMOUNT: \_\_\_\_\_

FUNDING SOURCE:

REVIEWED BY: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Grant Administration Manager  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
WIOA Programs Director  
Title

\_\_\_\_\_  
Date

**WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA)  
TITLE I GRANT AWARD AGREEMENT  
BETWEEN  
THE VIRGINIA COMMUNITY COLLEGE SYSTEM  
AND  
FAIRFAX COUNTY  
FOR  
LOCAL WORKFORCE DEVELOPMENT AREA 11**

This Agreement is entered into by and between the Virginia Community College System (hereinafter referred to as the VCCS), and Fairfax County, the Local Workforce Development Area Grant Recipient (hereinafter referred to as LWDAGR) pursuant to the Chief Elected Officials (CEO) Consortium Agreement, on behalf of the Northern Virginia Workforce Development Area also known as Area 11 (hereinafter referred to as LWDA). The Agreement applies to WIOA Title I funds that are allocated by the VCCS to the LWDAGR for use by the LWDA. This Agreement is effective July 1, 2022 through June 30, 2023 in accordance with Section II and amends all other agreements for WIOA Title I funds allocated by the VCCS.

In witness whereof, the parties have caused this Agreement to be executed by their duly authorized representatives:

**Virginia Community College System**

\_\_\_\_\_  
Signature

Dr. Sharon Morrissey  
\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

Interim Chancellor  
\_\_\_\_\_  
Title

**Fairfax County, Virginia (LWDAGR)**

  
\_\_\_\_\_  
Chief Elected Official Signature

Jeffrey McKay  
\_\_\_\_\_  
Chief Elected Official Printed Name

8/18/2022  
\_\_\_\_\_  
Date

Chairman  
\_\_\_\_\_  
Title

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## WIOA Title I Grant Award Agreement 2022

## PY22/FY23 Local Area Grant Agreement

The VCCS is the state administrative entity, grant recipient, and fiscal agent for Workforce Innovation and Opportunity Act (WIOA) Title I funds. The VCCS WIOA Title I Administrative Team provides the oversight for this agreement and directs the implementation and administration of this grant. As the pass-through entity for WIOA funds, the VCCS is utilizing its DOL approved 24.8% indirect cost rate. This is not a research and development award.

U.S. Department of Labor Employment and Training Administration

Federal Award ID Number (FAIN): AA-38561-22-55-A-51

Workforce Innovation and Opportunity Act (WIOA)

Refer to Notice of Obligation (NOO) for award details.

VCCS EIN: 54-0759063 DUNS: 120738307 Unique Entity ID: KK6WBRW6EYG3

CFDA	TOTAL GRANT AWARD	
17.258	Adult Programs	NOA not received as of 7/12/22
17.259	Youth Programs	\$15,915,259.00
17.278	Dislocated Worker Programs	NOA not received as of 7/12/22

### Contact Information

Randall Stamper

Associate Vice Chancellor

Career Education and Workforce Development

Virginia Community College System

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(804) 819-4691

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## SECTION I - PROGRAM PURPOSE

### Title I Workforce Development System

WIOA Title I funds are allocated to the LWDAGR for the purpose of improving job and career options for our nation's workers and jobseekers through an integrated, job-driven public workforce system that links diverse talent to businesses. The three key pillars of this system are:

- One-Stop career centers that provide first-rate customer service to jobseekers, workers, and businesses.
- The demands of businesses and workers drive workforce solutions.
- The workforce system supports strong regional economies where businesses thrive and people want to live and work.

Funding for Adult, Dislocated Worker, and Youth employment and training activities shall be made in accordance with the Local Plan developed by the **Northern**



**Virginia** Local Workforce Development Board (hereinafter referred to as LWDB) in partnership with the CEOs and submitted to the Governor. The Local Plan has been reviewed and is approved in accordance with applicable provisions of the Workforce Innovation and Opportunity Act (WIOA). For and in consideration of the mutual covenants hereinafter set forth, the VCCS and the LWDAGR agree as follows:

1. Adult and Dislocated Worker Employment and Training Activities
  - A. Adult Employment and Training Activities

From funds made available to the Governor of Virginia pursuant to Section 132 of the WIOA, funds shall be allocated to the LWDAGR in accordance with the provisions of Section 133(b)(1)(A). The funds will be made available through the issuance of a VCCS WIOA Notice of Obligation (hereinafter referred to as NOO).

In accordance with the approved Local Plan and Section 134(b) of the WIOA, the LWDB will ensure the provision of local employment and training activities to prepare adults for participation in the labor force.

- B. Dislocated Worker Employment and Training Activities

From funds made available to the Governor of Virginia pursuant to Section 131 of the WIOA, funds shall be allocated to the LWDAGR in accordance with the provisions of Section 133(b)(1)(B). The funds will be made available through the issuance of a VCCS WIOA NOO.

In accordance with the approved Local Plan and Section 134(b) of the WIOA Final Rule, the LWDB will ensure the provision of local employment and training activities to prepare dislocated workers to return to the labor force.

- C. One-Stop Delivery System

The LWDB shall, in accordance with Section 121 of the WIOA:

1. Develop and enter into the memorandum of understanding described in Section 121(c) with one-stop partners;
    2. Designate or certify one-stop operators under Section 121 (d); and
    3. Conduct oversight with respect to the one-stop delivery system in the LWDA.
    4. Adult and Dislocated Worker funds shall be used by the LWDA to contribute to the costs of the LWDA's one-stop delivery system as described in Sections 121(h) and 134(c) of the WIOA Final Rule.

- D. Minimum Level of Fiscal Support for Training

In accordance with §§ 2.2-2472.2 *et seq.* of the *Code of Virginia* and VWL 14-17, Change 3, the LWDB shall allocate a minimum of 40 percent of WIOA Adult and Dislocated Worker funds to training services as defined under § 134(c)(3)(D) of

the WIOA that lead to recognized postsecondary education and workforce credentials aligned with in-demand industry sectors or occupations in the local area or region. Failure by the LWDB to meet the required training expenditure percentage requirement shall result in sanctions, to increase in severity for each year of noncompliance.

## 2. Youth Employment and Training Activities

From funds made available to the Governor of Virginia pursuant to Section 126 of the WIOA, funds shall be allocated to the LWDA in accordance with the provisions of Section 128(b)(1). The funds will be made available through the issuance of a VCCS WIOA NOO.

In accordance with the Local Plan and Section 129 parts (a) and (c) of the WIOA, the LWDA will ensure that a series of comprehensive youth services are available to serve eligible youth seeking assistance in achieving academic and employment success.

## SECTION II - SPECIAL TERMS

### 1. Default on Terms of Agreement

Should the agreement permitted by Section 107 (d)(12)(B)(i) of the WIOA, or any subsidiary agreement among and between the LWDB and the CEOs be terminated, or there be a claim made of default thereon by any party to the agreement or any subsidiary agreement, then the LWDB Chair or CEO, as designated in Section 101(6) of the WIOA, shall give written notice of the particulars thereof to the Chancellor of the VCCS. In such event, the VCCS shall have the right to withhold further funding under this Agreement or terminate this Agreement upon such notice as may be reasonable under the circumstances, not in lieu of but in addition to any other remedy available under law if such action is deemed reasonably necessary by the VCCS to carry out its duty under the WIOA and the laws of the Commonwealth of Virginia.

### 2. Termination for Cause

If, through any cause, the LWDAGR fails to fulfill in a timely and proper manner its obligations under this Agreement, or if the LWDAGR violates any of the covenants, agreements, or stipulations of this Agreement, the VCCS shall thereupon have the right to terminate this Agreement.

In such event, the VCCS shall give written notice to the LWDAGR and the LWDB, specifying the effective date of termination. Written notice shall be given at least thirty (30) days before the effective date of termination. All finished or unfinished documents, data, studies, surveys, and reports prepared under this Agreement shall, at

the option of the VCCS, become its property, and upon the exercise of such option shall be delivered by the LWDAGR to the VCCS. In the event of termination, the LWDAGR remains responsible for compliance with the closeout and post-closeout requirements of OMB 2 CFR Chapter II, Part 200, et al. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards- Subpart D-Post Federal Award Requirements Standards for Financial Management. The LWDAGR and/or LWDB shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, the LWDAGR shall not be relieved of liability to the Commonwealth of Virginia or the VCCS for damages sustained by the VCCS, which result from any breach of this Agreement by the LWDAGR or LWDB. The VCCS may withhold payments to the LWDAGR until the exact amount of damages due to the VCCS from the LWDAGR is determined, and thereafter until all amounts due have been paid.

### 3. Discretionary Termination

The LWDAGR's performance under this Agreement may be terminated in whole or in part by the VCCS whenever the VCCS determines that such termination or suspension is in the best interest of the Commonwealth of Virginia. Termination of work hereunder shall be effected in writing by delivery to the LWDAGR of a Notice of Termination specifying the extent to which performance of work under the Agreement is terminated and the date upon which such termination becomes effective. Notice of termination shall be given at least thirty (30) days before the effective date of termination and may be served upon the LWDAGR and the surety by mail or any other electronic means. Delivery of the notice of termination shall be to any officer or management/supervisory employee of either the LWDAGR or the surety. If no such officer or employee is known or can be found by reasonable inquiry within three (3) business days, the written notice of termination can be posted at the last known address. Failure to accept or pick up registered or certified mail addressed to the last known address shall be deemed to be delivery. In no instances shall termination for convenience be effective less than ten (10) business days after the receipt of a certified notice thereof.

After receipt of the Notice of Termination, the LWDAGR shall cancel outstanding commitments covering procurement or rental of materials, supplies, equipment, and miscellaneous items. In addition, the LWDAGR shall exercise all reasonable diligence to accomplish the cancellation of any outstanding commitments covering personal services that extend beyond the date of such termination to the extent that they relate to the performance of any work terminated by the notice of termination. With respect to such canceled commitments, the LWDAGR agrees to:

- A. Ensure all commitments contain a cancellation clause allowing for termination for cause and fund availability;



- B. Settle all outstanding liabilities and all such claims arising out of such cancellation of commitments, or ratify all such settlements; and
- C. Assign to the VCCS in the matter, at the time and to the extent directed by the VCCS, all of the rights, titles and interest of the LWDAGR under the orders and contracts so terminated. The VCCS shall have the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and contracts.

### SECTION III - GENERAL TERMS AND CONDITIONS

#### 1. Availability of Funds

This Agreement is made subject to the availability of WIOA Title I funds and the allocation thereof by the VCCS. The VCCS shall exert its best efforts to provide the LWDB with timely notice of changes in funding levels produced at the federal level or required by circumstances affecting state allocations.

#### 2. Accountability for Funds

- A. The LWDAGR agrees to receive, administer, disburse and account for the said funds and such property as may be acquired therewith or otherwise be placed under its control in accordance with the terms of the WIOA, direction of the United States Department of Labor (hereinafter referred to as USDOL), or direction of the VCCS. The LWDB agrees to perform the related duties imposed upon it by the WIOA, by the regulations of the USDOL as the same may presently exist or hereafter be amended or enlarged and by duly authorized waivers approved by the USDOL during the period of this Agreement. In accordance with provisions of the WIOA and attendant federal and state regulations, policy, and guidance, by receipt of said funds, the LWDAGR shall be held accountable and liable to the VCCS and USDOL for activities of the LWDB and its subrecipients. The source of any required repayment resulting from disallowance of cost determinations outlined in Section 8 below shall not be federal and/or state funds.
- B. All obligations and agreements herein of the LWDA shall be binding upon the LWDAGR, whether or not such obligation or agreement is enforceable against the LWDB. Any failure to comply with any such obligation or agreement shall be construed as a default or breach under this Agreement, and in such event the VCCS shall have all the rights and remedies herein described, notwithstanding that the LWDB may not be a party to this Agreement.
- C. The CEO may designate a fiscal agent through submission of the *Designation of Fiscal Agent* form. Such designation shall not relieve the LWDAGR of the liability for any misuse of any grant funds (WIOA Section 107 (d)(12)(B)(i)(II)).



### 3. Interpretation of Legal Obligation

Pursuant to the agreement between the U.S. Secretary of Labor and the Governor of Virginia, the VCCS reserves the right to interpret the requirements of the WIOA and all implementing regulations consistent with the terms thereof that by this Agreement are applicable to the LWDA. Such interpretations shall be specifically identified as "Virginia Workforce Letters" (VWLs) and are accessible through the Virginia Career Works website at [virginiacareerworks.com](http://virginiacareerworks.com). The parties shall apply and abide by the WIOA and the policy interpretations issued by the VCCS, as well as all such federal interpretations issued during the term of this Agreement. The VCCS may review these or any subsequent WIOA interpretation at its own discretion or upon the request of any interested party.

### 4. Performance Accountability Measures

The LWDA level of performance based on the State adjusted levels of performance shall be negotiated and agreed to by the LWDB, the CEO, and the Governor of Virginia, as described in Section 116(c) of the WIOA.

### 5. Internal Organization

The VCCS recognizes the right of the LWDA to make provision among and between the CEOs, the LWDB, and LWDAGR, or fiscal agent, for the division of duties and avoidance of conflict of interest in performing tasks requisite for the proper performance of this Agreement, subject to the provisions of the WIOA and attendant federal and state regulations. The LWDAGR agrees that it shall not, by act of commission or omission, do or fail to do any act that would hinder, frustrate, or delay the performance of this Agreement or any act or duty required hereby.

### 6. Nonassignability

This Agreement shall not be assignable, in whole or part, by the LWDAGR without the prior written consent of the VCCS; provided, however, that contractors providing intensive services for adults or dislocated workers in accordance with Section 134(d)(3)(B)(ii) of the WIOA, providers of training services in accordance with Section 134(d)(4)(G)(ii) of the WIOA, and contractors providing youth activities under Section 123 of the WIOA may be engaged by the LWDB to provide such services or activities to eligible WIOA participants. In the exercise of the discretion afforded by this provision, the LWDA shall ensure that all purchases comply with federal and state procurement laws and requirements as may be applicable. Whenever the word "contractor" appears in the succeeding provisions of this Agreement, it shall mean such contractors as are permitted by the terms of this Paragraph 6. Any such contract shall be conditioned to secure the benefits of the succeeding provisions to the LWDA and the VCCS.

## 7. Audit

The LWDAGR shall procure an annual, organization-wide financial and compliance audit in accordance with the requirements of the Single Audit Act of 1984 and Office of Management and Budget (hereinafter referred to as OMB) 2 CFR Chapter II, Part 200, et al. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Award- Subpart F- Audit Requirements. All funds covered by this Agreement and received by the LWDAGR on behalf of the LWDA shall be included in the scope of the LWDAGR's Single Audit. Accordingly, all funds received must be reflected in the LWDAGR's audit report whether or not the LWDAGR has designated a fiscal agent to manage funds received on behalf of the LWDA. The scope of the audit need not include activities of state-level partner agencies subject to audit by the Virginia Auditor of Public Accounts (hereinafter referred to as Virginia APA). The LWDAGR shall ensure that the audit report is accessible electronically or submitted to the VCCS upon its completion.

The LWDAGR shall, immediately and in writing, notify the VCCS of possible acts of fraud, abuse, or illegal acts discovered during the performance of the audit. The VCCS reserves the right to audit, or to require the audit of any or all of the activities and transactions of the LWDA, as the need is determined.

## 8. Compliance Monitoring

In conformance with Section 184 (a)(4) of the WIOA and OMB 2 CFR Chapter II, Part 200, et al. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards Subpart D- Post Federal Award Requirements Standards for Financial Management, the VCCS shall undertake onsite monitoring of the LWDA no less than once annually to assess compliance with Federal statutes, regulations, and the terms and conditions of funds received under this Agreement. The VCCS shall issue a report to the LWDAGR and LWDB within forty-five (45) days following the monitoring visit that outlines any findings, concerns and any necessary corrective actions.

The LWDAGR, in consultation with the LWDB, shall provide the VCCS a written response within 30 days, accompanied by appropriate supporting documentation, which addresses the disposition of all questioned costs and costs recommended for disallowance, related to funds covered by this Agreement. The LWDAGR, in consultation with the LWDB, shall provide a written explanation of any corrective actions taken or a plan for future corrective action to address findings resulting from the monitoring. Documentation to verify that corrective action has been taken or a timetable for the completion of the corrective action shall be included with the explanation.

The VCCS shall determine the adequacy of the action taken to resolve the findings. The VCCS may request additional action on any finding considered not fully

resolved, and the LWDAGR, in consultation with the LWDB, shall submit the necessary documentation to fully resolve the finding. A determination will be issued based on an evaluation of the corrective action plan. The determination will:

- i. List any costs which have been determined unallowable; and
- ii. As necessary, establish a liability for any disallowed costs and designate a date by which repayment must be made.

The VCCS reserves the right to undertake monitoring through additional means to ensure compliance with Federal statutes, regulations, and terms and conditions of funds received under this Agreement.

#### 9. Disallowed Costs

The LWDAGR shall give the VCCS timely written notification of the possibility of disallowed costs incurred in its administration of this Agreement or by its one-stop operators or contractors. In appropriate cases as determined by the VCCS, the VCCS shall petition the U.S. Secretary of Labor to:

- i. Forgive those costs, if possible; if not,
- ii. Accept repayment of those costs in other than cash reimbursement.

Neither the VCCS nor the LWDAGR, however, shall construe anything in this provision to limit or preclude the pursuit of remedies, either legal or administrative.

In the event that repayment is required, the LWDAGR shall use prompt and efficient debt collection procedures to obtain cash repayment of disallowed costs. The LWDAGR shall not forego debt collection procedures without the express written approval of the VCCS. Any required repayment shall not be by or from federal funds and/or state funds.

Funds expended by the locality or its grantee(s) in any manner that does not adhere to official federal, Commonwealth of Virginia, or VCCS guidance shall be returned to the Commonwealth of Virginia within 30 days of a finding that the expenditure is disallowed, and that the Commonwealth of Virginia is entitled to invoke state aid intercept to recover any and all such funds that are not repaid within 30 days of a finding that the expenditure is disallowed.

#### 10. Cost Liability

Neither the Governor of Virginia nor the VCCS assumes liability by virtue of this Agreement for any costs incurred above the amounts provided pursuant to this Agreement or for costs incurred by the LWDB or its one-stop operators or contractors that are determined to be unallowable. Any such costs shall be at the sole risk of the LWDB or its contractors. The foregoing provisions of this Paragraph are not intended to preclude and shall not be deemed to preclude the LWDA or its contractors from asserting any defense that may be asserted hereafter.

#### 11. Notification of Claims

The LWDAGR shall give the VCCS prompt written notice of any claim, action or suit, of which it becomes aware, filed against the LWDB or any of its contractors concerning or affecting the performance of this Agreement or any contract made here under.

#### 12. Record Retention and Right of Access

The LWDAGR, LWDB and its contractors shall retain records pertaining to WIOA activities and expenditures for a period of three years from the date of submission of the final expenditure report by the LWDB to the VCCS in accordance with OMB 2 CFR Chapter II, Part 200, et al. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Award- Subpart D- Post Federal Award Requirements. The VCCS, the U.S. Secretary of Labor, the Comptroller General of the United States, or any of their representatives, which include the Virginia Auditor of Public Accounts and the Office of the State Inspector General, shall have access to work and training sites and to any books, documents, papers, and records (including computer records) of the LWDAGR, LWDB and its contractors that are directly pertinent to this Agreement, in order to conduct audits and examinations and to make excerpts, transcripts, and photocopies. This right also includes timely and reasonable access to the LWDAGR, LWDB and its contractors' personnel for the purpose of interviews and discussions related to such documents. The right of access is not limited to the required retention period but shall last as long as the records are retained.

#### 13. Modification

No waiver or modification of the terms of this Agreement, including, without limitation, this provision, shall be valid unless in writing and duly executed by the parties to be bound thereby.

#### 14. Sanctions

The VCCS reserves the right to apply any lesser sanction not proscribed by law or seek any lawful remedy available to it as it may deem requisite to obtain proper



performance under this Agreement, to carry out the requirements of the WIOA and federal and state regulations made pursuant thereto, and to maintain the integrity of programs funded through this Agreement. Unless an emergency exists, the VCCS shall not act to impose a sanction except upon reasonable notice and after the LWDAGR has opportunity for review in accordance with procedures mandated by the WIOA. A sanction imposed in an emergency shall be subject to subsequent review.

#### 15. Intangible Property

Intangible property acquired under a federal award must comply with 2 CFR Chapter II, Part 200.315 of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Award- Subpart D- Post Federal Award Requirements and 2 CFR Part 2900.13 USDOL Exceptions to Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

#### 16. Intellectual Property

The Federal government reserves a paid-up, non-exclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use for Federal purposes: 1) the copyright in all products developed under the grant, including a grant or subcontract under the grant or subgrant and 2) any rights of copyright to which the grantee, subgrantee 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. The grantee may not use federal funds to pay any royalty or license fee for use of a copyrighted work, or the cost of acquiring by purchase a copyright in a work, where the Department has a license or rights of free use in such work. If revenues are generated through selling products developed with grant funds, including intellectual property, these revenues are program income. Program income is added to the grant and must be expended for allowable grant activities. If applicable, the following needs to be on all products developed in whole or in part with grant funds:

"This workforce product was funded by a grant awarded by the U.S. Department of Labor's Employment and Training Administration. The product was created by the grantee and does not necessarily reflect the official position of the U.S. Department of Labor. The Department of Labor makes no guarantees, warranties, or assurances of any kind, express or implied, with respect to such information, including any information on linked sites and including, but not limited to, accuracy of the information or its completeness, timeliness, usefulness, adequacy, continued availability, or ownership. This product is copyrighted by the institution that created it. Internal use by an organization and/or personal use by an individual for non-commercial purposes is permissible. All other uses require the prior authorization of the copyright owner."

#### 17. Inventions

The LWDB may retain the entire right, title, and interest to each invention subject to 35 U.S.C. § 203 that was created or developed under this Agreement with funds from this Agreement. With respect to any invention in which the LWDB retains title, the VCCS shall have a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced the subject invention.

#### 18. Data Ownership

The VCCS and the USDOL shall have unlimited rights to any data first produced or delivered under this Agreement.

#### 19. Public Announcements

When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with WIOA Title I funds, the LWDB and all its service providers receiving funds pursuant to this Agreement shall clearly identify:

- A. The percentage of the total costs of the program or project that will be financed with WIOA Title I funds,
- B. The dollar amount of WIOA Title I funds for the project or activity; and,
- C. The percentage and dollar amount of the total cost of the project or activity that will be financed by non-federal sources.

#### 20. Force Majeure

Neither party shall be liable nor deemed to be in default for any delay or failure in performance under this Agreement or other interruption of service deemed resulting, directly or indirectly, from acts of God, war, government regulation, disaster, civil unrest, fires, explosions, earthquakes, floods, or any other cause beyond its reasonable control.

### SECTION IV - ASSURANCES AND CERTIFICATIONS

1. The LWDAGR shall abide by and shall ensure that all activities conducted pursuant to this Agreement comply with the following applicable federal, state, and local laws, regulations, and directives:

- A. Section 89 of the Internal Revenue Code.

## WIOA Title I Grant Award Agreement 2022

- B. WIOA and attendant regulations. The LWDAGR further certifies that it has no commitments or obligations that are inconsistent with compliance with these and any other pertinent federal regulations and policies, and that any other agency, organization, or party which participates in the implementation of the programs funded pursuant to this Agreement shall have no such commitments or obligations.
- C. WIOA PY2022/FY2023 Federal Award Terms. The provisions of the Terms and Conditions of this award will be applied to any subrecipient under this award.
- D. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), all requirements imposed by the applicable USDOL regulations (29 CFR Part 32) and all guidelines and interpretations issued pursuant thereto.
- E. Titles VI, VII, and IX of the Civil Rights Act of 1964 (P.L. 88-352) and the regulations issued pursuant thereto. The LWDAGR shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, sex, age, or national origin unless it is a bona fide occupational qualification reasonably necessary to the normal operation of the LWDA. The LWDAGR agrees to put in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this nondiscrimination clause.
- F. Prohibitions on discrimination under Sec.188 of the WIOA.
- G. Virginia Public Procurement Act, §§ 2.2-4300 *et seq.* of the *Code of Virginia*.
- H. Virginia Freedom of Information Act, §§ 2.2-3700 *et seq.* of the *Code of Virginia*, except as otherwise required by federal or state law, consistent with federal confidentiality requirements and with the Government Data Collection and Dissemination Practices Act, §§ 2.2-3800 *et seq.* of the *Code of Virginia*.
- H. Occupational Safety and Health Standards for General Industry (29 CFR Part 1910) inclusive of the "Virginia Preface to OSHA Standards Book for General Industry".
- I. Relevant procedures, guidelines, and directives created by the Virginia Board of Workforce Development as provided in §§ 2.2-2472 *et seq.* of the *Code of Virginia*.
- J. Virginia Child Labor Laws, §§ 40.1-78 *et seq.* of the *Code of Virginia*.



- K. Virginia Workers' Compensation Act, §§ 65.2 *et seq.* of the *Code of Virginia*.
- L. The provisions of the following Acts, applicable regulations made pursuant to said Acts, and other listed directives are hereby incorporated by reference. All changes to said Acts, regulations, and directives are automatically incorporated into this Agreement.
- i. Title I of the WIOA (P.L. 113-128);
  - ii. 20 CFR Parts 603, 651, 652 et al. Workforce Innovation and Opportunity Act; Final Rule
  - iii. Duly authorized waivers approved by the USDOL;
  - iv. Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-332);
  - v. OMB 2 CFR Chapter I, Chapter II, Part 200, et al. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Final Rule dated December 26, 2013;
  - vi. OMB 2 CFR Part 2900 USDOL Exceptions to Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards dated December 19, 2014;
  - vii. USDOL administrative regulations, at 41 CFR Part 29-70 (property management-private), 29 CFR Part 93-94 (lobbying restrictions and drug-free workplace), and 29 CFR Part 96-98 (audits, uniform administrative requirements and debarment and suspension);
  - viii. Nothing in the WIOA (including the amendments made by this Act) shall be construed to supersede the privacy protections afforded parents and students under section 444 of the General Education Provisions Act (20 U.S.C. 1232g);
  - ix. Buy American Notice  
Pursuant to P.L. 115-141, Division E, Title VI, Section 606 and 607, by drawing down funds, the recipient agrees to comply with sections 8301 through 8303 of title 41, United States Code (commonly known as the "Buy American Act"). Additionally, no funds may be made available to any person or entity that has been convicted of violating the Buy American Act.



## WIOA Title I Grant Award Agreement 2022

- x. **Fair Labor Standards Act Amendment for Major Disasters**  
Pursuant to P.L. 115-141, Division H, Title I, Section 109, additional language will be applied to the Fair Labor Standards Act of 1938 in the "Maximum Hours Worked" section. This language specifically relates to occurrences of a major disaster (as designated by the State or Federal government) and are applied for a period of two years afterwards.
- xi. **Health Benefits Coverage for Contraceptives**  
Pursuant to P.L. 115-141, Division E, Title VII, Section 726, Federal funds may not be used to enter into or renew a contract which includes a provision for drug coverage unless the contract includes a provision for contraceptive coverage. Exemptions to this requirement apply to contracts with 1) the religious plans of Personal Care's HMO and OSF HealthPlans, Inc. and 2) any existing or future plan if the carrier for the plan objects to such coverage on the basis of religious beliefs. In implementing this section, any plan that enters into or renews a contract may not subject any individual to discrimination on the basis that the individual refuses to prescribe or otherwise provide for contraceptives because such activities would be contrary to the individuals' religious beliefs or moral convictions. Nothing in this term shall be construed to require coverage of abortion or abortion related services.
- xii. **Privacy Act**  
Pursuant to P.L. 115-141, Division E, Title VII, Section 732, no funds can be used in contravention of the 5 USC 552a (Privacy Act) or regulations implementing of the Privacy Act.
- xiii. **Prohibition on Contracting with Corporations with Felony Criminal Convictions**  
Pursuant to P.L. 115-141, Division E, Title VII, Section 746, the recipient may not knowingly enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that was convicted of a felony criminal violation under any Federal law within the preceding 24 months.
- xiv. **Prohibition on Contracting with Corporations with Unpaid Tax Liabilities**  
Pursuant to P.L. 115-141, Division E, Title VII, Section 745, the recipient may not knowingly enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that has any unpaid Federal tax liability that has been assessed, for which all

judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

- xv. **Prohibition on Procuring Goods Obtained Through Child Labor**  
Pursuant to P.L. 115-141, Division H, Title I, Section 103, no funds may be obligated or expended for the procurement of goods mined, produced, manufactured, or harvested or services rendered, in whole or in part, by forced or indentured child labor in industries and host countries identified by the DOL prior to December 18, 2015.
- xvi. **Prohibition on Providing Federal Funds to ACORN**  
Pursuant to P.L. 115-141, Division H, Title V, Section 522, these funds may not be provided to the Association of Community Organizations for Reform Now (ACORN), or any of its affiliates, subsidiaries, allied organizations or successors.
- xvii. **Reporting of Waste, Fraud and Abuse**  
Pursuant to P.L. 115-141, Division E, Title VII, Section 743, no entity receiving federal funds may require employees or contractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.
- xviii. **Requirement for Blocking Pornography**  
Pursuant to P.L. 115-141, Division H, Title V, Section 521, no Federal funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography.
- xix. **Restriction on Health Benefits Coverage for Abortions**  
Pursuant to P.L. 115-141, Division H, Title V, Sections 506 and 507, Federal funds may not be expended for health benefits coverage that includes coverage of abortions, except when the abortion due to a pregnancy that is the result of rape or incest, or in the case where a woman suffers from a physical disorder, physical injury, including life-endangering physical conditions caused by or arising from the pregnancy itself that would, as certified by a physician, place the women in danger of death unless and abortion is performed. This restriction does not prohibit any non-Federal entity from providing health benefits coverage for abortions when all

## WIOA Title I Grant Award Agreement 2022

funds for that specific benefit do not come from a Federal source. Additionally, no funds made available through this award may be provided to a State or local government if such government subjects any institutional or individual health care entity to discrimination on the basis that the health care entity does not provide, pay for, provide coverage of, or refer for abortions.

- xx. **Restriction on Lobbying/Advocacy**  
Pursuant to P.L. 115-141, Division H, Title V, Section 503, no federal funds may be used by a grant recipient, other than for normal and recognized executive-legislative relationships, to engage in lobbying or advocacy activities related to the enactment of federal, state, or local legislation, regulation, appropriations, order, or other administrative action, except in presentation to Congress or a State or local legislature itself or for participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.
- xxi. **Restriction on the Promotion of Drug Legalization**  
Pursuant to P.L. 115-141, Division H, Title V, Section 509, no Federal funds shall be used for any activity that promotes the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established under section 202 of the Controlled Substances Act except for normal recognized executive-congressional communications or where the grant agreement provides for such use because there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance.
- xxii. **Restriction on Purchase of Sterile Needles or Syringes**  
Pursuant to P.L. 115-141, Division H, Title V, Section 520, no Federal funds shall be used to purchase sterile needles or syringes for the hypodermic injection of any illegal drug.
- xxiii. **Executive Order 13333- Human Trafficking (22 U.S.C. §7104 (g))** requires termination without penalty, if a subgrantee, contractor, or subcontractor engages in human trafficking;
- xxiv. **Executive Order 13513- Prohibition Against Text Messaging While Driving by Government Contractors, Subcontractors and Recipients Subrecipients;**
- xxv. **Executive Order 13043 – Seat Belts (April 16, 1997),** Increasing the Use of Seat Belts in the United States, recipients are encouraged to adopt and enforce on-the-job seat belt policies and programs

## WIOA Title I Grant Award Agreement 2022

for their employees when operating vehicles, whether organizationally owned or rented or personally owned;

- xxvi. Executive Order 12928, the recipient is strongly encouraged to provide subcontracting/subgranting opportunities to Historically Black Colleges and Universities and other Minority Institutions such as Hispanic-Serving Institutions and Tribal Colleges and Universities; and to Small Businesses Owned and Controlled by Socially and Economically Disadvantaged Individuals.
- xxvii. As clarified by Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, dated August 11, 2000, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI, recipients must take reasonable steps to ensure that LEP persons have meaningful access to programs in accordance with DOL's Policy Guidance on the Prohibition of National Origin Discrimination as it Affects Persons with Limited English Proficiency [05/29/2003] Volume 68, Number 103, Page 32289-32305. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. Recipients are encouraged to consider the need for language services for LEP persons served or encountered both in developing budgets and in conducting programs and activities.
- xxviii. Federal Funding Accountability and Transparency Act of 2006 or Transparency Act—Public Law 109–282, as amended by section 6202(a) of Public Law 110–252 (31 U.S.C. 6101);
- xxix. Equal Employment Opportunity Directives;
- xxx. Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) that provide for fair and equitable treatment of persons displaced or whose property is acquired for project purposes of Federal or federally assisted programs, regardless of Federal participation in purchases;
- xxxi. Title IX of the Education Amendments of 1972 (P.L. 92-318), as amended, which prohibits discrimination on the basis of sex;
- xxxii. The Age Discrimination Act of 1975, as amended;
- xxxiii. Veterans Priority Provisions:



The Jobs for Veterans Act (Public Law 107-288) requires recipients to provide priority service to veterans and spouses of certain veterans for the receipt of employment, training, and placement services in any job training program directly funded, in whole or in part, by the DOL. The regulations implementing this priority of service can be found at 20 CFR part 1010. In circumstances where a grant recipient must choose between two qualified candidates for a service, one of whom is a veteran or eligible spouse, the veterans priority of service provisions require that the grant recipient give the veteran or eligible spouse priority of service by first providing him or her that service. To obtain priority of service, a veteran or spouse must meet the program's eligibility requirements. While veterans and eligible spouses receive priority of service for all DOL-funded job training programs and services to include WIOA Title I Programs, the veteran or eligible spouse must still meet each program's eligibility criteria to receive services under the respective employment and training programs as outlined in the Virginia Board of Workforce Development Veterans' Priority of Service Policy Number 600-01.

- xxxiv. Salary and Bonus Limitations: Pursuant to P.L. 115-141, Division H, Title I, Section 105 Recipients and subrecipients shall not use funds to pay the salary and bonuses of an individual, either as direct costs or as indirect costs, at a rate in excess of Executive Level II. The Executive Level II salary may change yearly and is located on the OPM.gov website (<http://www.opm.gov/policy-data-oversight/payleave/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.
- xxxv. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; and
- xxxvi. The Americans with Disabilities Act of 1990 (P.L. 101-336).

The LWDAGR also understands and agrees to immediately desist from and correct any violations noted.

## 2. Governing Law, Jurisdiction, and Venue

Commonwealth of Virginia Law shall govern, except where federal law is applicable. Jurisdiction shall be in the courts of the Commonwealth of Virginia, and venue shall be the Circuit Court of the City of Richmond.

### 3. Certifications

- A. The following certifications are incorporated by reference and are a part of this Agreement:
  - i. Certification Regarding Lobbying (29 CFR § 93);
  - ii. Drug-free Workplace Requirements Certification (29 CFR § 98); and;
  - iii. Nondiscrimination and Equal Opportunity Assurance (29 CFR § 38);
  - iv. Certification Regarding Debarment, Suspension, and Other Responsibility Matters (29 CFR § 98);
- B. The LWDAGR and LWDB shall incorporate these certifications into any contracts developed to implement programs pursuant to this Agreement.

### Glossary of Acronyms

CEO	Chief Elected Official
LWDA	Local Workforce Development Area
LWDAGR	Local Workforce Development Area Grant Recipient
LWDB	Local Workforce Development Board
NOO	Notice of Obligation
USDOL	United States Department of Labor
VA APA	Virginia Auditor of Public Accounts
VCCS	Virginia Community College System
VWL	Virginia Workforce Letter
WIOA	Workforce Investment Opportunity Act

**U.S. DEPARTMENT OF LABOR  
EMPLOYMENT AND TRAINING  
ADMINISTRATION (DOL/ETA)****NOTICE OF  
AWARD (NOA)**

Under the authority of the *Workforce Innovation and Opportunity Act, P.L. 113-128*, this grant or agreement is entered into between the above named *Grantor Agency* and the following named *Awardee*, for a project entitled - *WIOA Youth/Adult/Dislocated Worker Formula Grant Programs*.

**Name & Address of Awardee:**  
VIRGINIA COMMUNITY COLLEGE SYSTEM  
300 ARBORETUM PL, SUITE 200  
RICHMOND, VIRGINIA 23236-3473

**Federal Award Id. No. (FAIN):** AA-38561-22-55-A-51  
**CFDA #:** 17.259- WIA/WIOA Youth Activities  
**Amount:** \$15,915,259.00  
**EIN:** 540759063  
**DUNS #:** 120738307

**Accounting Code:** 1630-2022-0501742223BD202201740005225YF000A0000AOWI00AOWI00-A90200-410023-ETA-DEFAULT TASK-

**Payment Management System DOC#:** AA38561OE0

The Period of Performance shall be from **April 01, 2022 thru June 30, 2025**.  
Total Government's Financial Obligation is **\$15,915,259.00** (unless other wise amended).

Payments will be made under the Payments Management System, and can be automatically drawn down by the awardee on an as needed basis covering a forty-eight (48) hour period.

In accordance with Training and Employment Guidance Letter No. 9-21, this Notice of Award transmits the PY 2022 allotments for the WIOA Title I Youth program.

In performing its responsibilities under this grant agreement, the awardee hereby certifies and assures that it will fully comply with all applicable Statute(s), and the following regulations and cost principles, including any subsequent amendments:

**Uniform Administrative Requirements, Cost Principles, and Audit Requirements:**

2 CFR Part 200; Uniform Administrative Requirements, Cost Principles, and Audit Requirements; Final Rule  
2 CFR Part 2900; DOL Exceptions to 2 CFR Part 200;

**Other Requirements (Included within this NOA):**

Condition(s) of Award (if applicable)  
Federal Award Terms, including attachments

**Contact Information**

The Federal Project Officer (FPO) assigned to this grant is Erin Yasenchak. Erin Yasenchak will serve as your first line point of contact and can be contacted via e-mail - [yasenchak.erin.a@dol.gov](mailto:yasenchak.erin.a@dol.gov). If your FPO is not available, please call your Regional Office at 215-861-5205 for assistance.

The awardee's signature below certifies full compliance with all terms and conditions as well as all applicable Statutes(s), grant regulations, guidance, and certifications.

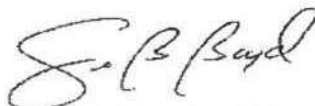
Signature of Approving Official - **AWARDEE**



See SF-424 for Signature

No Additional Signature Required

Signature of Approving Official - **DOL / ETA**



**SERENA BOYD**, June 14, 2022  
Grant Officer

**PY 2022 Workforce Innovation and Opportunity Act (WIOA)  
Youth, Adult & Dislocated Worker Programs  
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 will assure that they will fully comply with the rules and requirements specified in the award document. Program requirements may be found 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).
2. Other applicable Federal statutes.
3. Consolidated Appropriations Act 2022 (Public Law 117-103) dated March 15, 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.

**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 award modification. These obligations and expenditures may not exceed the amount awarded by the NOA modification unless otherwise modified by the ETA.

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).

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

By drawing down funds, your organization as the award recipient agrees to the provisions of 20 CFR 683.820(b)(6), which states:

*“Any organization selected and/or funded under WIOA Title I, Subtitle D, is subject to having its award removed if an Administrative Law Judge (ALJ) decision so orders. As part of this process, the Grant Officer will provide instructions on transition and closeout to both the newly selected grant recipient and to the grant recipient whose positions is affected, or which is being removed.”*

## A.2 Training and Employment Guidance Letter

Training and Employment Guidance Letter No. 09-21 and any amendments found at [https://wdr.doleta.gov/directives/corr\\_doc.cfm?DOCN=8776](https://wdr.doleta.gov/directives/corr_doc.cfm?DOCN=8776) are hereby incorporated into this NOA. Award recipients are bound by the authorizations, restrictions, and requirements contained in the NOA. 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.

## 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 grant award recipient is in compliance with the Assurances and Certifications form SF-424B available at [Grants.gov](https://www.grants.gov). ***The grant award recipient does not need to submit the SF-424B form separately.***

## A.4 Federal Project Officer or Point of Contact (POC)

The DOL/ETA Federal Project Officer (FPO) or Point of Contact for this award is:

**Name: Erin Yasenchak**

**Telephone: (215)-861-4834**

**E-mail: [yasenchak.erin.a@dol.gov](mailto:yasenchak.erin.a@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 modification process.

## A.5 Unique Entity Identifier Requirements

Effective on April 4, 2022, the DUNS Number will be 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 SAM's rollout of the UEI, please visit the U.S. General Service Administration (GSA), [Unique Entity Identifier Update webpage](https://www.gsa.gov/unique-entity-identifier).



If the grant award or cooperative agreement recipient is authorized to make subawards under this award, then the recipient:

1. Must notify potential subrecipients that no entity (see definitions below) may receive a subaward from the grant 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 or cooperative agreement recipient. Subrecipients are not required to obtain an active SAM registration but must obtain a UEI.

## A.6 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 modifications 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 grant 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](mailto: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 or cooperative agreement award 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 numbers must remain active until the award closeout process is fully completed.

## 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 grant and cooperative agreement 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](http://WorkforceGPS.org) at the [Resource](#) page.

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

All grant and cooperative agreement 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.

Grant and cooperative agreement 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

Grant and cooperative 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

Training and Employment Guidance Letter No. 09-21 contains the program requirements for this award.

## **Part B: Budget and Cost Share (Match)**

### **B.1 Budget - Approved**

The grant award recipient's budget documents are attached in this NOA. The documents are: 1) the SF-424, included as Attachment A. The grant 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.

### **B.2 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.

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 recipient must receive prior approval from the Grant Officer. Any changes within a specific cost category on the SF-424(a) 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 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.3 Non-Federal Share (Match or Cost Share)**

This award does not include a match requirement.



## **Part C: Funds Management and Special or Temporary Restrictions**

### **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/FFR User Form on the PMS website). DOL/ETA 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/ETA 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, not 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 grant 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 ETA's Grant Officer has determined that fees paid to a consultant who provides services under a program shall be limited to \$750.00 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 grant 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 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). Any program income found remaining at the end of period of performance must be returned to ETA. In addition, the 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, 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. The 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
7. Reentry Employment Opportunities (REO) programs (formerly known as the Reintegration of Ex-Offenders Program (RExO) awarded prior to January 1, 2019, which were authorized under Section 212 of the Second Chance Act of 2007 (42 U.S.C. 17532).

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 TEGl 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 grant 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 grant 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 grant 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 grant 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**

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

1. **Quarterly 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 45 calendar days after the quarter encompassing the award end date ends, or 45 calendar days after the completion of the quarter in which all funds have been expended, whichever comes first. A closeout report will be submitted during the closeout process. For additional guidance on ETA's financial reporting, reference TEGL 20-19 and ETA-9130 Financial Reporting Resources.

The instructions for accessing both the online financial reporting system and the HHS PMS can be found in the transmittal memo accompanying this NOA.

### **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](https://www.fsr.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](https://www.fsr.gov) specify.
2. Reporting total compensation of recipient executives for non-Federal entities.
  - a) *Applicability and what to report.* The award recipient must report total compensation for each of their five most highly compensated executives for the preceding completed fiscal year, if—
    - I. the total Federal funding authorized to date under this Federal award is equal to or exceeds \$30,000 and is subject to the Transparency Act, as defined in 2 CFR 170.320;
    - II. in the preceding fiscal year, the recipient received—

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

1 and 31), the grant recipient must report any required compensation information of the subrecipient by November 30 of that year.

4. 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.

5. 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 grant 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 grant 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 recipient is prohibited from earning a profit resulting from the implementation of this cooperative agreement. As directed in 2 CFR 200.400(g), non-Federal entities may not earn or keep any profit resulting from Federal financial assistance unless explicitly authorized in the Federal Award Terms. Additionally, the provision on profit only applies to WIOA Title I programs at 20 CFR 683.295

#### E.5 Audit Submission Deadline Extension Related to COVID-19

In OMB Memorandum M-20-17, OMB offered an extension of Single Audit submission deadlines for fiscal years ending June 30, 2020 to allow recipients and subrecipients a responsible transition to normal operations. This flexibility was extended through December 31, 2020 by OMB Memorandum 20-26.

In OMB Memorandum M-21-20, Appendix 3, Item IX, OMB has offered an additional extension of Single Audit submission deadlines for fiscal years ending June 30, 2021. Award recipients and subrecipients that have not yet filed their single audits with the Federal Audit Clearinghouse as of March 19, 2021, that have fiscal year-ends through June 30, 2021, may delay the completion and submission of the Single Audit reporting package, as required under 2 CFR 200.501 (Audit Requirements), to six (6) months beyond the normal due date. This extension does not require individual recipients and subrecipients to seek approval for the extension by the cognizant or oversight agency for audit; however, recipients and subrecipients should maintain documentation of the reason for the delayed filing.

#### 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 ETA. The grant and cooperative agreement award 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 (NOA) (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 Part 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 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 grant 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/ETA 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/ETA. DOL/ETA 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 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 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

Pursuant to P.L. 117-103, 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.

#### 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).

Award recipients, including grant and cooperative agreements, 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 Executive Order 14005 - Ensuring the Future Is Made in All of America by All of America's Workers

Pursuant to EO 14005, Ensuring the Future Is Made in All of America by All of America's Workers, the award recipient agrees to comply with all applicable Made in America Laws (as defined in the EO), including the Buy American Act at 41 USC sections 8301-8305. For the purposes of this award, the grant and cooperative award recipient is required to maximize the use of goods, products, and materials produced in, and services offered in, the United States, in accordance with the Made in America Laws. No funds may be made available to any person or entity (including as a contractor or subrecipient of the award recipient) that has been found to be in violation of any Made in America Laws.

"Made in America Laws" means all statutes, regulations, rules, and Executive Orders relating to Federal financial assistance awards or Federal procurement, including those that refer to "Buy America" or "Buy American," that require, or provide a preference for, the purchase or acquisition of goods, products, or materials produced in the United States, including iron, steel, and manufactured goods offered in the United States. Made in America Laws include laws requiring domestic preference for maritime transport, including the Merchant Marine Act of 1920 (Public Law 66-261), also known as the Jones Act.

### F.18 Salary and Bonus Limitations

Pursuant to P.L. 117-103, 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 ETA 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.

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:

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

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

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.

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/ETA 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/ETA 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/ETA 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/ETA 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/ETA 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. 117-103, 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. 117-103, 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—  
 (A) employed to adjust or evaluate claims resulting from or relating to such major disaster, by an employer not engaged, directly or through an affiliate, in underwriting, selling, or marketing property, casualty, or liability insurance policies or contracts;  
 (B) who receives from such employer on average weekly compensation of not less than \$591.00 per week or any minimum weekly amount established by the Secretary, whichever is greater, for the number of weeks such employee is engaged in any of the activities described in subparagraph (C); and (C) whose duties include any of the following:

- (i) interviewing insured individuals, individuals who suffered injuries or other damages or losses arising from or relating to a disaster, witnesses, or physicians;
- (ii) inspecting property damage or reviewing factual information to prepare damage estimates;
- (iii) evaluating and making recommendations regarding coverage or compensability of claims or determining liability or value aspects of claims;
- (iv) negotiating settlements; or
- (v) making recommendations regarding litigation.

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

(3) For purposes of this subsection—

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



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

(C) the term ‘affiliate’ means a company that, by reason of ownership or control of 25% 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 Lobbying/Advocacy Restricted

Pursuant to P.L. 117-103, 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.

#### G.8 Blocking Pornography Required

Pursuant to P.L. 117-103, 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.9 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.10 Procuring Goods Obtained Through Child Labor Prohibited

Pursuant to P.L. 117-103, 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 20, 2019. DOL has identified these goods and services at ILAB’s [List of Products Produced by Forced or Indentured Child Labor](#) webpage.

#### G.11 Promotion of Drug Legalization Restricted

Pursuant to P.L. 117-103, 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.12 Public Communications – Certain Information Requirement

Pursuant to P.L. 117-103, 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.13 Purchase of Sterile Needles or Syringes Restricted

Pursuant to P.L. 117-103, 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.

### **Part H: Attachments**

#### H.1 Attachment A: SF-424

## **Attachment A: SF-424**

Application for Federal Assistance SF-424		
<b>* 1. Type of Submission:</b> <input type="checkbox"/> Preapplication <input type="checkbox"/> Application <input checked="" type="checkbox"/> Changed/Corrected Application		
<b>* 2. Type of Application:</b> <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision		
<b>* If Revision, select appropriate letter(s):</b> <input type="text"/> <b>* Other (Specify):</b> <input type="text"/>		
<b>* 3. Date Received:</b> 06/08/2022		<b>4. Applicant Identifier:</b> <input type="text"/>
<b>5a. Federal Entity Identifier:</b> <input type="text"/>		<b>5b. Federal Award Identifier:</b> <input type="text"/>
<b>State Use Only:</b>		
<b>6. Date Received by State:</b> <input type="text"/>		<b>7. State Application Identifier:</b> <input type="text"/>
<b>8. APPLICANT INFORMATION:</b>		
<b>* a. Legal Name:</b> Virginia Community College System		
<b>* b. Employer/Taxpayer Identification Number (EIN/TIN):</b> 54-0759063		<b>* c. UEI:</b> KK6WBRW6EYG3
<b>d. Address:</b>		
<b>* Street1:</b> 300 Arboretum Place Suite 200		
<b>Street2:</b> <input type="text"/>		
<b>* City:</b> Richmond		
<b>County/Parish:</b> <input type="text"/>		
<b>* State:</b> VA: Virginia		
<b>Province:</b> <input type="text"/>		
<b>* Country:</b> USA: UNITED STATES		
<b>* Zip / Postal Code:</b> 23236-3475		
<b>e. Organizational Unit:</b>		
<b>Department Name:</b> Academic and Workforce Systems		<b>Division Name:</b> WIOA Administration Compliance
<b>f. Name and contact information of person to be contacted on matters involving this application:</b>		
<b>Prefix:</b> Mr.	<b>* First Name:</b> Randy	
<b>Middle Name:</b> <input type="text"/>		
<b>* Last Name:</b> Stamper		
<b>Suffix:</b> <input type="text"/>		
<b>Title:</b> Assistant Vice Chancellor, CP & WP		
<b>Organizational Affiliation:</b> VCCS		
<b>* Telephone Number:</b> 8048194691		<b>Fax Number:</b> <input type="text"/>
<b>* Email:</b> rstamper@vccs.edu		



**Application for Federal Assistance SF-424****\* 9. Type of Applicant 1: Select Applicant Type:**

H: Public/State Controlled Institution of Higher Education

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

\* Other (specify):

**\* 10. Name of Federal Agency:**

Employment and Training Administration

**11. Catalog of Federal Domestic Assistance Number:**

17.259

CFDA Title:

WIOA Youth Activities

**\* 12. Funding Opportunity Number:**

ETA-TEGL-9-21-YOUTH

\* Title:

Workforce Innovation and Opportunity Act (WIOA) Youth Activities Program Allotments for Program Year (PY) 2022.

**13. Competition Identification Number:**

ETA-TEGL-9-21-YOUTH

Title:

Workforce Innovation and Opportunity Act (WIOA) Youth Activities Program Allotments for Program Year (PY) 2022.

**14. Areas Affected by Project (Cities, Counties, States, etc.):**

Add Attachment

Delete Attachment

View Attachment

**\* 15. Descriptive Title of Applicant's Project:**

Workforce Innovation and Opportunity Act Title I Youth / Indirect Costs = \$190,000.00

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424	
<b>16. Congressional Districts Of:</b>	
* a. Applicant <input style="width: 80px;" type="text" value="7"/>	* b. Program/Project <input style="width: 80px;" type="text" value="VA-all"/>
Attach an additional list of Program/Project Congressional Districts if needed.	
<input style="width: 300px;" type="text"/>	<input type="button" value="Add Attachment"/> <input type="button" value="Delete Attachment"/> <input type="button" value="View Attachment"/>
<b>17. Proposed Project:</b>	
* a. Start Date: <input style="width: 80px;" type="text" value="07/01/2022"/>	* b. End Date: <input style="width: 80px;" type="text" value="06/30/2025"/>
<b>18. Estimated Funding (\$):</b>	
* a. Federal	<input style="width: 150px;" type="text" value="15,915,259.00"/>
* b. Applicant	<input style="width: 150px;" type="text" value="0.00"/>
* c. State	<input style="width: 150px;" type="text" value="0.00"/>
* d. Local	<input style="width: 150px;" type="text" value="0.00"/>
* e. Other	<input style="width: 150px;" type="text" value="0.00"/>
* f. Program Income	<input style="width: 150px;" type="text" value="0.00"/>
* g. TOTAL	<input style="width: 150px;" type="text" value="15,915,259.00"/>
<b>* 19. Is Application Subject to Review By State Under Executive Order 12372 Process?</b>	
<input type="checkbox"/> a. This application was made available to the State under the Executive Order 12372 Process for review on <input style="width: 80px;" type="text"/>	
<input checked="" type="checkbox"/> b. Program is subject to E.O. 12372 but has not been selected by the State for review.	
<input type="checkbox"/> c. Program is not covered by E.O. 12372.	
<b>* 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)</b>	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
If "Yes", provide explanation and attach	
<input style="width: 300px;" type="text"/>	<input type="button" value="Add Attachment"/> <input type="button" value="Delete Attachment"/> <input type="button" value="View Attachment"/>
<b>21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)</b>	
<input checked="" type="checkbox"/> ** I AGREE	
<small>** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.</small>	
<b>Authorized Representative:</b>	
Prefix: <input style="width: 150px;" type="text" value="Mr."/>	* First Name: <input style="width: 300px;" type="text" value="Randy"/>
Middle Name: <input style="width: 300px;" type="text"/>	
* Last Name: <input style="width: 500px;" type="text" value="Stamper"/>	
Suffix: <input style="width: 150px;" type="text"/>	
* Title: <input style="width: 450px;" type="text" value="Assistant Vice Chancellor, CP &amp; WP"/>	
* Telephone Number: <input style="width: 250px;" type="text" value="8048194691"/>	Fax Number: <input style="width: 250px;" type="text"/>
* Email: <input style="width: 600px;" type="text" value="rstamper@vccs.edu"/>	
* Signature of Authorized Representative: <input style="width: 250px;" type="text" value="Thomas E Sheeran"/>	* Date Signed: <input style="width: 150px;" type="text" value="06/08/2022"/>