

Bill No. 44660
Requested by: Scott Drachnik
Sponsored by: Council as a Whole

Ordinance No. 17-045

AN ORDINANCE AUTHORIZING THE COUNTY EXECUTIVE OR HIS DESIGNEE TO EXECUTE TWO INTERGOVERNMENTAL AGREEMENTS WITH THE MISSOURI DEPARTMENT OF ECONOMIC DEVELOPMENT DIVISION OF WORKFORCE DEVELOPMENT AND THE ST. CHARLES COUNTY DEPARTMENT OF WORKFORCE & BUSINESS DEVELOPMENT RELATED TO THE WORKFORCE INNOVATION AND OPPORTUNITY ACT PY'16 AND PY'17 ANNUAL AGREEMENTS.

WHEREAS, the Missouri Department of Economic Development Division of Workforce Development has provided an intergovernmental agreement to the St. Charles County Department of Workforce & Business Development, Workforce Innovation and Opportunity Act PY'16 Annual Agreement; and

WHEREAS, the Missouri Department of Economic Development Division of Workforce Development has provided an intergovernmental agreement to the St. Charles County Department of Workforce & Business Development, Workforce Innovation and Opportunity Act PY'17 Annual Agreement; and

WHEREAS, the Missouri Department of Economic Development, Division of Workforce Development has funds available through the United States Department of Labor, in accordance with the Workforce Innovation and Opportunity Act; and

WHEREAS, the funds available from the Missouri Department of Economic Development, Division of Workforce Development are provided to help defray the cost of providing job training and workforce investment related services which will benefit residents of St. Charles County; and

WHEREAS, Chapter 70, Revised Statutes of Missouri, authorizes intergovernmental agreements between political subdivisions for the purposes herein set out.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNTY COUNCIL OF ST. CHARLES COUNTY, MISSOURI, AS FOLLOWS:

Section 1. The County Executive, or his designee, is hereby authorized to execute the intergovernmental agreements, with the Missouri Department of Economic Development Division of Workforce Development for receipt of funds under the Workforce Innovation and Opportunity Act distributed through the Missouri Department of Economic Development, Division of Workforce Development. The intergovernmental agreements herein are for the periods April 1, 2016 to June 30, 2018, and April 1, 2017 to June 30, 2019, respectively.

Section 2. The intergovernmental agreements shall be substantially the same in form and content as that attached hereto as **EXHIBIT A** and **EXHIBIT B**.

Section 3. The County Executive, or his designee, is hereby further authorized to negotiate and execute renewals of Workforce Innovation and Opportunity Act Annual

Agreements, such agreements to be in a form approved by the County Counselor.

Section 4. Compliance with all the terms of the intergovernmental agreement shall be the responsibility of the St. Charles County Department of Workforce & Business Development.

Section 5. This ordinance shall be in full force and effect from and after the date of its passage and approval and the agreement herein authorized shall be valid upon its lawful execution by each governmental entity entering into such agreement as required by Chapter 70 of the Revised Statutes of Missouri.

May 8, 2017
DATE PASSED

May 12, 2017
DATE APPROVED BY COUNTY EXECUTIVE


CHAIR OF THE COUNCIL


COUNTY EXECUTIVE

ATTEST:


COUNTY REGISTRAR

WORKFORCE INNOVATION AND OPPORTUNITY ACT
PY'16 ANNUAL AGREEMENT

THIS AGREEMENT is made and entered into the 30th day of January, 2017, by and between the Division of Workforce Development, hereinafter referred to as the Contractor, and St. Charles County, Missouri, hereinafter referred to as the Subrecipient.

1. The period of performance under this Annual Agreement shall be from April 1, 2016, to June 30, 2018. Notices of Obligation (NOO) shall be issued for each project covered under this Annual Agreement. The Scope of Work (as applicable) and period of performance for each project shall be included with the NOO.

This Annual Agreement applies to funds appropriated under the Consolidated Appropriations Act, 2016 (Pub. L. 114-113). This Agreement shall not bind nor purport to bind the state of Missouri for any contractual commitment in excess of the original contract period. Any decision regarding the desire, need, or ability to renew the Annual Agreement for any extended period of time rests solely with the Contractor. If such renewal is deemed to be desirable by the Contractor, such renewal may be executed by the revision process described in Paragraph 2 for one year periods (July 1 – June 30) or a portion thereof. In the event that the Annual Agreement is renewed, all terms, conditions, and provisions of the original Annual Agreement or as amended, shall remain the same and apply during the renewal period unless otherwise agreed to in writing.

The Subrecipient shall be responsible for ensuring all staff performing duties under this Annual Agreement participates in training relevant to the programs and job functions they perform. It is the responsibility of the Subrecipient to provide this training and on-going technical assistance and for maintaining documentation of training/technical assistance.

2. Modifications to the Annual Agreement shall be transmitted to the Subrecipient and shall be assigned a consecutive identifying number by the Contractor. The modifications will not require two party signatures and will become fully effective ten (10) calendar days following the date of the modification unless notified of rejection by the Subrecipient. Modifications to the NOO may include adjustments as increases or decreases to current obligated amounts and/or additional new funding for new project Scopes of Work included in the NOO. Modifications of the initial NOO shall be transmitted to the Subrecipient and shall be assigned a consecutive identifying number by the Contractor.

The Catalog of Federal Domestic Assistance (CFDA) number assigned to specific federal financial assistance funding sources shall be listed in the NOO as well as within the Contractor's Financial Reporting System (FRS).



The allowable cost categories shall be entered in the Budget Amount column on the Contract Progress Report (CPR) in FRS.

The Subrecipient shall comply with the following payment and reporting procedures:

- (a) The Subrecipient shall utilize the Cash Request page or section of FRS to control the cash requirements for program operations. The Contractor reserves the right to monitor and, when deemed necessary by the Contractor, to restrict cash flow to prevent accumulation of excess cash. Excess cash shall be defined as cash in excess of reported accrued expenditures for the same accounting period. The Subrecipient shall provide an explanation on the monthly CPR when cumulative cash requested exceeds cumulative accrued expenditures reported during the same reporting period.
- (b) The Subrecipient shall, during the term of the Annual Agreement, prepare and submit monthly to the Contractor a CPR. The Subrecipient shall submit this report no later than the close of business on the tenth (10th) calendar day of the month for non-end of quarter months and on the fifteenth (15) calendar day of the month for end of quarter months following the month for which activities are reported upon to the Contractor. Reports shall be prepared on an accrual basis, and include all costs incurred for the period, without regard to payment date. The Subrecipient shall utilize the Final Report feature on the CPR when closing out each funding category.
- (c) The Subrecipient shall submit a Program Income Report in accordance with 2 Code of Federal Regulations (CFR) Part 200.307, Program Income; a Stand-In Costs Report, in accordance with Comptroller General of the United States Decision 68 Comp. Gen. 247, B208871.2, dated February 9, 1989; a Leveraged Funds Report; and a Match Funds Report, as applicable, on a quarterly basis by the fifteenth (15th) calendar day of the month following the last month of the quarter being reported. Reports shall be on an accrual basis, and include all costs/revenues incurred, without regard to payment or receipt date. Any program income generated must be disbursed prior to requesting additional cash from the Contractor.
- (d) The Subrecipient shall submit any other such financial and statistical reports the Contractor may require.
- (e) The Subrecipient and its subrecipients shall maintain a participant tracking and data system that will provide reports required by the Contractor. If Missouri's participant tracking and data system allows for the tracking of individuals funded in this Annual Agreement, this system must be utilized as the primary tracking system. Required data/reports shall be verifiable and accessible to the Contractor's staff for monitoring, reporting, auditing, and evaluation purposes. All data in Missouri's participant tracking and data system will comprise the official "data of record". If the Subrecipient uses any additional external data tracking system, it must have security protocols that are consistent with state standards, in order to safeguard any Personally Identifiable Information (PII).

- (f) The Subrecipient and its subrecipients shall maintain required data/records on each participant with sufficient detail to demonstrate compliance with eligibility and reporting criteria set forth by the contractor.
3. Funds provided under this agreement must be expended in accordance with all applicable federal statutes, regulations and guidance, including those of the Workforce Innovation and Opportunity Act (WIOA; Pub. L. 113-128) as presently in effect and as may become effective during the terms of this agreement.
 4. Payment is contingent upon continued availability of funding and/or ability to request cash.
 5. The Subrecipient must use its own documented procurement procedures which reflect applicable State and local laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in 2 CFR Part 200.318 , General Procurement Standards.
 6. The Subrecipient agrees to abide by DWD Issuances, Policies and Procedures, desk aids, etc. which interpret guidance of the U.S. Department of Labor (USDOL). The Subrecipient shall be responsible for ensuring its staff and subrecipients receive, understand and abide by all DWD policy issuances, desk aids, Policy and Procedure Manuals, etc.
 7. The Subrecipient shall provide and perform the services as specified in the project Scope of Work (as applicable), as approved by the Contractor.
 8. The Subrecipient and its subrecipients shall comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards applicable to their organization as codified at 2 CFR Part 200, et al, and 2 CFR Part 2900, DOL Exceptions to 2 CFR Part 200.
 9. To the extent allowed by law, the Subrecipient shall proceed and save the Contractor herein harmless from any and all loss, claims, expenses, action, causes of actions, costs, damages, and obligations, final or otherwise, arising from any and all acts of the Subrecipient, its agents, employees, licensees, WIOA participants, or invitees that result in injury to property or loss to the Contractor, arising from performance of this Annual Agreement, as those injuries, damages, or losses relate to any person, corporation, partnership, or any other entity.
 10. The Subrecipient assumes full liability for the actions of itself and all its subrecipients for all expenditures determined by the Contractor to be disallowed. The Subrecipient further agrees to repay from non-federal sources all expenditures determined by the Contractor to be disallowed.

Such paragraph is not intended and shall not relieve the Chief Elected Official(s) of the Local Workforce Development Area (LWDA) of liability for any additional funding

provided for services herein to the LWDA entity identified by the LWDA plan and as provided by WIOA 107(d)(12)(B)(i)(I or II), Local Workforce Development Boards, Functions of the Local Board, Budget and Administration. The chief elected official in a local area shall serve as the local grant recipient for, and shall be liable for any misuse of, the grant funds allocated to the local area under sections 128 and 133, unless the chief elected official reaches an agreement with the Governor for the Governor to act as the local grant recipient and bear such liability.

11. If required, the subrecipient shall have a single or program-specific audit conducted in accordance with provisions of the Single Audit Act of 1984 (Pub. L. 98-502; with Single Audit Act Amendments of 1996, Pub. L. 104-156) and 2 CFR Part 200, Subpart F, et al., Audit Requirements.
 - (a) In accordance with the provisions of 2 CFR Part 200, Subpart F, et al., Audit Requirements, the subrecipient shall consider all sources of federal awards, including federal resources received from the Contractor, in determining the federal awards expended in its fiscal year.
 - (b) In the event the subrecipient is required to obtain an audit pursuant to 2 CFR Part 200, Subpart F, et al., Audit Requirements, the subrecipient shall submit the reporting package to the Federal Audit Clearinghouse (FAC) as required by 2 CFR Part 200.512, Report Submission. The subrecipient shall notify the Contractor in the event the subrecipient is not required to obtain and submit a single audit.
 - (c) The subrecipient shall cooperate with the Contractor in resolving questions that the Contractor may have concerning the auditors' report and plans for corrective action(s) pursuant to 2 CFR Part 200.521, Management Decisions.
12. If any term, covenant, or condition of the Annual Agreement shall be determined judicially to be illegal, invalid, or unenforceable, the remaining terms, covenants, and conditions of the Annual Agreement shall not be affected thereby and each term, covenant, or condition of the Annual Agreement shall be valid and be enforced to the fullest extent permitted by law.
13. The Contractor and Subrecipient agree to the following cancellation provisions:
 - (a) The Contractor may cancel this Annual Agreement for noncompliance with any requirement of WIOA or the regulations promulgated under that Act, noncompliance with the requirements of any other applicable law, or the withdrawal of the Grant Recipient/Local Area Grant Subrecipient/Fiscal Agent designation (as appropriate) by the Local Workforce Development Board or the Chief Elected Official(s), by giving written notice to the Subrecipient of such termination and specifying the effective date thereof. In the event of such cancellation, the Subrecipient will be paid to the date of cancellation for such work as has been properly performed hereunder, as determined by the Contractor.

- (b) If the Subrecipient fails to perform under the Annual Agreement or fails to make sufficient progress so as to endanger performance, the Contractor may cancel this Annual Agreement, in whole or in part, upon thirty (30) days written notice to the Subrecipient. In the event of such cancellation, the Subrecipient will be paid to the date of cancellation for such work as has been properly performed hereunder, as determined by the Contractor.
 - (c) Either party may, at their option, cancel this Annual Agreement without penalty upon thirty (30) days written notice. In such event, the Subrecipient shall receive full payment for services reported in accordance with Paragraph 2(c) prior to such termination. However, in no event shall any said payment exceed the obligated amount for said services.
14. Any changes in the scope of this Annual Agreement shall be made by written amendment and signed by all parties.
 15. The Subrecipient agrees to comply with the provisions of the Assurances and any amendments or revisions thereto as described in Exhibit I which are incorporated herein and made a part thereof as if fully rewritten. Such Assurances shall be applicable to the Subrecipient's subrecipients receiving WIOA funds under this Annual Agreement. The Contractor shall have authority to the extent allowable by law to require the Subrecipient or its subrecipients to take corrective and/or remedial action if provisions are violated.
 16. The Subrecipient assures, by signature of this agreement, as a condition to the award of financial assistance under WIOA from the USDOL, with respect to operation of the WIOA funded program or activity and all agreements or arrangements to carry out the WIOA funded program or activity, that it will comply fully with the nondiscrimination and equal opportunity provisions of WIOA Section 188, Nondiscrimination, and 29 CFR Part 38, Implementation of the Nondiscrimination and Equal Opportunity Provisions of the Workforce Innovation and Opportunity Act.
 17. The Contractor, the Department of Economic Development, the State Auditor's Office, the USDOL, the Comptroller General of the United States, and any of these agencies' designated representatives at any time during normal business hours and as often as deemed necessary shall have the right to monitor or audit activities and review, copy, make excerpts or transcripts of any or all books and records (including computer records), reports, correspondence, forms, contracts, invoices, materials, payrolls, records of personnel, files or other such documentation at any Subrecipient site, or Subrecipient's subrecipient site, for which funds have been provided under this Annual Agreement. This right also includes timely and reasonable access to personnel of the Subrecipient, its subrecipients, and vendor contracts, for the purpose of interviews and discussions related to such documents. The monitoring function may be implemented through the use of internal evaluation procedures, the examination of program data, special analysis, on-site review, or any other procedure the Contractor and/or the above mentioned agencies deem necessary and appropriate. Subject to the discretion of the Contractor, authorized employees of the contractor shall have the

right to be present at any and all of the Local Workforce Development Area Board meetings, Subrecipient's staff meetings, Board of Director's meetings, Advisory Committee meetings, and Advisory Board meetings if an item to be discussed is an item of this Annual Agreement.

18. The Federal Government reserves a paid-up, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use for federal purposes: i) the copyright in all products developed under this Annual Agreement, including any subagreement under this Annual Agreement; and ii) any rights of copyright to which the Subrecipient or its subrecipients 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 Contractor has a license or rights of free use in such work, although they may be used to pay costs of obtaining a copy which is limited to the developer/seller costs of copying and shipping. If revenues are generated through selling products developed with contracted funds, including intellectual property, these revenues are program income. Program income must be used in accordance with provisions of this Agreement and 2 CFR 200.307. If applicable, the following needs to be on all products developed in whole or in part with contracted 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 Subrecipient 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.”

All small business firms and non-profit organizations (including educational institutions if a non-profit entity) must adhere to the Bayh Dole Act, which requirements are provided at 37 CFR 401.3(a) and at <https://doleta.gov/grants/pdf/BayhDoleGrantTerm.pdf>. To summarize, these requirements describe the ownership of Intellectual Property rights and the government’s nonexclusive, nontransferable, irrevocable, paid-up license to use any invention conceived or first actually reduced to practice in the performance of work under this Agreement. These requirements are in addition to the terms noted above.

19. The Subrecipient shall retain all records pertinent to all grants and agreements, including financial, statistical, property, applicant and participant records, and supporting documentation, for a period of three (3) years after the Subrecipient submits to the Contractor its final expenditure report for that funding period. Records for nonexpendable property shall be retained for a period of three (3) years after final disposition of the property. The aforementioned records will be retained beyond three (3) years if any

litigation or audit is begun or if a claim is instituted involving the grant or agreement covered by the records. In these instances, the records will be retained until the litigation, audit, or claim has been finally resolved. The Subrecipient shall comply with the Record Retention requirements as applicable to the entity and as included in 2 CFR Part 200.333, Retention Requirements for Records.

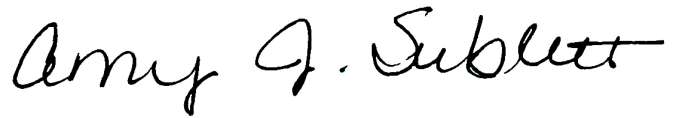
In the event that this Annual Agreement is terminated and the Subrecipient and/or its subrecipient is unable to maintain records as required, the Subrecipient and/or its subrecipient is responsible for transferring such records to the Contractor in accordance with procedures established by the Contractor. The Contractor shall then assume responsibility for the maintenance of such records.

20. The Subrecipient shall not assign this Annual Agreement or any part thereof unless otherwise provided or without the written consent of the Contractor, but in no case shall such consent relieve the Subrecipient from the obligation under, or change the terms of, the Annual Agreement.
21. The Subrecipient shall agree that in administering the Annual Agreement that the Subrecipient will comply with the Conflict of Interest provisions of 2 CFR Part 200.112.
22. The Subrecipient and its subrecipients shall comply with 2 CFR Part 200.113, Mandatory Disclosures. The Subrecipient must disclose, in a timely manner, in writing to the Contractor all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures can result in any of the remedies described in 2 CFR Part 200.338, Remedies for Noncompliance, including suspension or debarment. (See also 2 CFR Part 180, OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement), and 31 U.S.C. 3321, Disbursing Authority in the Executive Branch).
23. The Subrecipient shall comply with the terms and conditions concerning closeout of the subaward in 2 CFR Part 200.343, Closeout, with the exception that after the period of performance is complete, the Subrecipient will have two CPR cycles instead of 90 calendar days where applicable.

By signing below, the signatories agree to the terms and conditions of this agreement, including all applicable assurances and certifications, on behalf of their respective agencies indicated below. In addition, the Subrecipient's expenditure of any funds properly granted hereunder constitutes acceptance of the award, including any new or additional terms and conditions as may be attached hereto.

SUBRECIPIENT

STATE OF MISSOURI
DEPARTMENT OF ECONOMIC
DEVELOPMENT
DIVISION OF WORKFORCE
DEVELOPMENT



Authorized Signature

Amy Sublett, Acting Director
Division of Workforce Development

Name

January 30, 2017

Date

Title

Date

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ASSURANCES

1. The Subrecipient assures that it and its subrecipients shall expend funds provided by the Annual Agreement in accordance with WIOA regulations; DOL and DWD guidance, rules, regulations, policies and procedures, manuals, and desk aids; and all other applicable federal, state, or local laws.
2. The Subrecipient and its subrecipients must register in the System for Award Management (SAM) database at www.sam.gov, and maintain current registration at all times during the pendency of this Annual Agreement. In order to register in SAM, a valid Dun and Bradstreet Data Universal Numbering System (DUNS) Number is required. See www.dnb.com.
3. The Subrecipient assures that it and its subrecipients shall establish in accordance with the Workforce Innovation and Opportunity Act (WIOA, Pub. L. 113-128, as amended) Section 184, fiscal control and fund accounting procedures that may be necessary to ensure the proper disbursement of and accounting for funds made available by the Annual Agreement.
4. The Subrecipient assures that it and its subrecipients shall comply with 2 CFR Part 200, et al., Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards including, but not limited to, Appendix II to 2 CFR Part 200, "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards", and 2 CFR Part 2900, DOL Exceptions to 2 CFR Part 200, for funds made available by the Annual Agreement.
5. Pursuant to 2 CFR 200.400(g), non-Federal entities may not earn or keep any profit resulting from Federal financial assistance, except as authorized by WIOA Section 121(d)(2)(B) for One-Stop Operators or service providers which are for-profit entities.
6. The Subrecipient assures that it and its subrecipients receiving WIOA funds shall provide services through the Local Workforce Development Area Local Plan that are consistent with the Workforce Innovation and Opportunity Act Missouri Combined State Plan (or as modified).
7. The Subrecipient assures that it and its subrecipients shall not expend funds provided under WIOA for those activities identified as being prohibited.
8. The Subrecipient assures that it and its subrecipients shall comply with the confidentiality requirements of WIOA Section 116(i)(3), Performance Accountability System, Fiscal and Management Accountability Information Systems, Confidentiality, and 2 CFR Part 200.303(e), Internal Records.
9. The Subrecipient assures that it and its subrecipients shall not use funds received under WIOA to displace any currently employed employee or previously laid off employee from the same or substantially equivalent job in accordance with WIOA Section 181(b)(2)(A), Requirements and

Restrictions, Labor Standards, Displacement, Prohibition.

10. The Subrecipient assures that it and its subrecipients shall not use funds received under WIOA to assist, promote, or deter union organizing in accordance with WIOA Section 181(b)(7), Requirements and Restrictions, Labor Standards, No Impact on Union Organizing.
11. The Subrecipient assures that it and its subrecipients shall annually monitor and resolve monitoring findings of subrecipients receiving funds under WIOA. Such monitoring shall be done in accordance with WIOA Section 184(a)(4), Fiscal Controls; Sanctions, Establishment of Fiscal Controls by States, Monitoring, 2 CFR Part 200.328, Monitoring and Reporting Program Performance, and 2 CFR 200.331, Requirements for Pass-through Entities, and additional requirements as issued by the Contractor.
12. No funds may be expended by an entity unless the entity agrees that in expending the funds it will comply with sections 8301 through 8303 of title 41, United States Code (commonly known as the “Buy American Act”). See WIOA Section 502—Buy American Requirements.
13. Conferences sponsored in whole or in part by Subrecipients or their subrecipients are allowable if the conference is necessary and reasonable for the successful performance of the Federal Award. Subrecipients and their subrecipients are urged to use discretion and judgment to ensure that all conference costs charged to the grant are appropriate and allowable. For more information on the requirements and allowability of costs associated with conferences, refer to 2 CFR 200.432, Conferences. Subrecipients and their subrecipients will be held to the requirements in 2 CFR 200.432. Costs that do not comply with 2 CFR 200.432 will be questioned and may be disallowed.
14. No funds provided under this Agreement shall be used for publicity or propaganda purposes, for the preparation, distribution or use of any kit, pamphlet, booklet, publication, radio, television or film presentation designed to support or defeat legislation pending before the Congress or any state or local legislature or legislative body, except in presentation to the Congress or any state or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any state or local government, except in presentation to the executive branch of any state or local government itself. Nor shall funds be used to pay the salary or expenses of any recipient or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive Order proposed or pending before the Congress, or any state government, state legislature, or local legislature body other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a state, local, or tribal government in policymaking and administrative processes within the executive branch of that government.
15. The Subrecipient and its subrecipients 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. The Subrecipient and its subrecipients must meet the requirements in Training and Employment Guidance Letter (TEGL 39-11, Guidance on the Handling and

Protection of Personally Identifiable Information (PII)), (located at http://wdr.doleta.gov/directives/corr_doc.cfm?DOCN=7872).

16. The Subrecipient and its subrecipients must ensure that no funds made available under a Federal Act may be used for any contract with any foreign incorporated entity which is treated as an inverted domestic corporation under section 835(b) of the Homeland Security Act of 2002 (6 U.S.C. 395(b)) or any subsidiary of such an entity. Waivers to this regulation may be granted by the Secretary of Labor if the Secretary determines that the waiver is required in the interest of national security.
17. The Subrecipient assures that it and its subrecipients shall comply with Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352, as amended), and implementing regulations at 29 CFR part 31, which prohibit discrimination and require provision of equal opportunity on the basis of race, color, or national origin, and Title VII of the Civil Rights Act of 1964, which prohibits discrimination on the basis of religion or sex.
18. The Subrecipient assures that it and its subrecipients shall comply with Title IX of the Education Amendments of 1972 (Pub L. 92-318, as amended), and implementing regulations at 29 CFR part 36, Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance, which prohibit discrimination and require provision of equal opportunity on the basis of sex in education and training programs.
19. The Subrecipient assures that it and its subrecipients shall comply with Section 504 of the Rehabilitation Act of 1973, Nondiscrimination under Federal Grants, (Pub. L. 93-112, as amended, including amendments made by the ADA Amendments Act of 2008, Pub. L. 110-325), and U.S. Department of Labor's implementing regulations at 29 CFR part 32, Nondiscrimination on the Basis of Handicap in Programs or Activities Receiving Federal Financial Assistance, which prohibit discrimination and require provision of equal opportunity on the basis of disability.
20. The Subrecipient assures that it and its subrecipients shall comply with Age Discrimination Act of 1975 (Pub. L. 94-135, as amended), and implementing regulations at 29 CFR part 35, Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance from the Department Of Labor, which prohibit discrimination and require provision of equal opportunity on the basis of age, but permit certain distinctions based on, or related to, age.
21. The Subrecipient assures that it and its subrecipients shall comply with the Privacy Act of 1974 (Pub. L. 93-579, as amended). These funds cannot be used in contravention of 5 U.S.C. 552a, Records Maintained on Individuals, or regulations implementing that section.
22. The Subrecipient assures that it and its subrecipients shall comply with requirements of the Americans with Disabilities Act of 1990 (Pub. L. 101-336, as amended), and the Americans with Disabilities Act Amendments Act of 2008 (Pub Law 110-325) and associated Code of Federal Regulations as applicable to the entity directly or indirectly as recipients of contracted funds from the state of Missouri.

Revised
January 30, 2017

23. The Subrecipient assures that it and its subrecipients shall comply with the Drug Abuse Prevention, Treatment, and Rehabilitation Act (Pub. L. 92-255, as amended), relating to nondiscrimination on the basis of drug abuse; the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970 (Pub. L. 91-616, as amended), relating to nondiscrimination on the basis of alcohol abuse or alcoholism; the Public Health Service Act (42 U.S.C. 290dd-1, Admission of Substance Abusers to Private and Public Hospitals and Outpatient Facilities, and 42 U.S.C. 290dd-2, Confidentiality of Records, as amended), relating to discrimination in program eligibility and confidentiality of alcohol and drug abuse patient records; Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.) as amended, relating to nondiscrimination in the sale, rental or financing of housing; any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and the requirements of any other non-discrimination statute(s) which may apply to the application.
24. The Subrecipient assures that it and its subrecipients shall comply with the Requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
25. The Subrecipient assures that it and its subrecipients shall comply with provisions of the Hatch Act, as amended, (5 U.S.C. Chapter 15, Political Activity of Certain State and Local Employees, and 5 U.S.C. Chapter 73, Subchapter III, Political Activities, Sections 7324–7326), which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
26. The Subrecipient assures that it and its subrecipients shall comply as applicable, with the provisions of the Davis-Bacon Act, as amended (40 U.S.C. 3141-3148), as supplemented by 29 CFR Part 5, Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act); the Copeland Anti-Kickback Act (18 U.S.C. 874, Kickbacks from Public Works Employees, and 40 U.S.C. 3145, Regulations Governing Contractors and Subcontractors), as supplemented by 29 CFR Part 3, Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States; and the Contract Work Hours and Safety Standards Act (Pub. L. 87-581, as amended at 40 U.S.C. Chapter 37, Contract Work Hours and Safety Standards), regarding labor standards for federally assisted construction subagreements.
27. The Subrecipient assures that it and its subrecipients shall comply as applicable with the Flood Insurance Purchase Requirements of Section 102(A) of the Flood Disaster Protection Act of 1973 [Pub. L. 93-234, as amended at 42 U.S.C. 4012a(a), Flood Insurance Purchase and Compliance Requirements and Escrow Accounts, and supported by 44 CFR 59.2] which require recipients in a special flood hazard area to participate in the National Flood Insurance Program and to purchase flood insurance for any acquisition or construction purposes involving federally related financial assistance.

The Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 4001 et seq., provides that no Federal financial assistance to acquire, modernize, or construct property may be provided in identified

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

28. The Subrecipient assures that it and its subrecipients shall comply with Environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Presidential Executive Order (EO) 11514 (March 5, 1970), Protection and Enhancement of Environmental Quality; (b) notification of violating facilities pursuant to EO 11738 (September 10, 1973), Providing for Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants or Loans; (c) protection of wetlands pursuant to EO 11990 (May 24, 1977), Protection of Wetlands; (d) evaluation of flood hazards in flood plains in accordance with EO 11988 (May 24, 1977), Floodplain Management; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et. seq.); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).
29. The Subrecipient assures that it and its subrecipients shall comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
30. The Subrecipient assures that it and its subrecipients shall assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act (Pub. L. 89-665), as amended at 54 U.S.C. 306108, Effect of undertaking on Historic property, and EO 11593 (May 13, 1971), Protection and Enhancement of the Cultural Environment.
31. The Subrecipient assures that it and its subrecipients shall comply with The National Research Service Award Act of 1974 (P.L. 93-348) regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
32. The Subrecipient assures that it and its subrecipients shall comply with the Laboratory Animal Welfare Act (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
33. Pursuant to P.L. 114-113, Division H, Title I, Section 105, none of the funds appropriated under the heading "Employment and Training" shall be used by a recipient or subrecipient of such funds to pay the salary and bonuses of an individual, either as direct costs or indirect costs, at a rate in excess of Executive Level II. The Executive Level II salary may change yearly and is located on the OPM.gov website (<http://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/2016/executive-senior-level>). The salary and bonus limitation ~~shall~~ does not apply to contractors (vendors) providing goods and services as defined in 2 CFR Part 200.330, Subrecipient and Contractor Determinations. Where States are recipients of such

funds, States may establish a lower limit for salaries and bonuses of those receiving salaries and bonuses from subrecipients of such funds, taking into account factors including the relative cost-of-living in the State, the compensation levels for comparable State or local government employees, and the size of the organizations that administer Federal programs involved including Employment & Training Administration programs. See Training and Employment Guidance Letter No. 5-06 for further clarification available at <http://wdr.doleta.gov/directives/cordoc.cfm?DOCN=2262>.

34. Pursuant to P.L. 114-113, Division H, Title V, Section 505, when issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money, all recipients receiving Federal funds shall clearly state:
- the percentage of the total costs of the program or project which will be financed with Federal money;
 - the dollar amount of Federal funds for the project or program; and
 - percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.

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

35. Pursuant to P.L. 114-113, Division E, Title VII, Section 746, the Subrecipient and its subrecipients may not knowingly enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that was convicted of a felony criminal violation under any Federal law within the preceding 24 months, unless a Federal agency has considered suspension or debarment of the corporation and has made a determination that this further action is not necessary to protect the interests of the Government.
36. Pursuant to P.L. 114-113, Division E, Title VII, Section 745, the Subrecipient and its subrecipients 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 corporations that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, unless a Federal agency has considered suspension or debarment of the corporation and has made a determination that this further action is not necessary to protect the interests of the Government.
37. Pursuant to P.L. 114-113, Division H, Title V, Section 522, 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.

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

No funds made available through DOL appropriations may be used for travel and conference activities that are not in compliance with Office of Management and Budget Memorandum M-12-12 dated May 11, 2012 or any subsequent revisions to that memorandum.

39. Pursuant to P.L. 114-113, Division H, Title I, Section 103, no funds may be obligated or expended for the procurement of goods mined, produced, manufactured, or harvested or services rendered, in whole or in part, by forced or indentured child labor in industries and host countries identified by DOL prior to December 18, 2015. DOL has identified these goods and services here:
<http://www.dol.gov/ilab/reports/child-labor/list-of-products/index-country.htm>.
40. Pursuant to P.L. 114-113, 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.
41. Pursuant to P.L. 114-113, 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.
42. Pursuant to P.L. 114-113, 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 is 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 woman 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 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.
43. Pursuant to P.L. 114-113, 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.

44. Pursuant to P.L. 114-113, 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.
45. The Subrecipient assures that it and its subrecipients shall comply with EO 13333, (March 16, 2004), Amending Executive Order 13257, To Implement the Trafficking Victims Protection Reauthorization Act of 2003. This agreement may be terminated without penalty, if the grantee or any subgrantee, or the Subrecipient or any subrecipient engages in: “(i) severe forms of trafficking in persons; (ii) the procurement of a commercial sex act during the period of time that the grant, contract, or cooperative agreement is in effect; (iii) the use of forced labor in the performance of the grant, contract, or cooperative agreement; or (iv) acts that directly support or advance trafficking in persons.” (22 U.S.C. § 7104(g))
46. Pursuant to EO 13043 (April 16, 1997), Increasing Seat Belt Use in the United States, the Subrecipient and its subrecipients 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.
47. Pursuant to EO 13513 (October 1, 2009), Federal Leadership on Reducing Text Messaging While Driving, recipients and subrecipients are encouraged to adopt and enforce policies that ban text messaging while driving company-owned or -rented vehicles or Government-owned, Government-leased, or Government-rented vehicles, or while driving privately-owned vehicles when on official Government business or when performing any work for or on behalf of the Government. Recipients and subrecipients are also encouraged to conduct initiatives of the type described in section 3(a) of his order.
48. Pursuant to EO 12928, Promoting Procurement with Small Businesses Owned and Controlled by Socially and Economically Disadvantaged Individuals, historically black colleges and universities, and minority institutions, September 16, 1994, the Subrecipient and its subrecipients are 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.
49. As clarified by EO 13166, Improving Access to Services for Persons with Limited English Proficiency, 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 of the Civil Rights Act of 1964 (Pub. L. 88-352, as amended), Subrecipients and their subrecipients must take reasonable steps to ensure that LEP persons have meaningful access to programs in accordance with DOL’s Revised Guidance to Federal Financial Assistance Recipients Regarding the Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons (68FR32290, May 29, 2003). Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. Subrecipients and their subrecipients are encouraged to consider the need for language services for LEP persons served or encountered both in developing

budgets and in conducting programs and activities. For assistance and information regarding your LEP obligations, go to <http://lep.gov>.

50. The Subrecipient assures that it and its subrecipients shall comply with DOL Training and Guidance Letter 37-14, Update on Complying with Nondiscrimination Requirements: Discrimination Based on Gender Identity, Gender Expression and Sex Stereotyping are Prohibited Forms of Sex Discrimination in the Workforce Development System (May 29, 2015), which prohibits discrimination based on gender identity, gender expression, and sex stereotyping.
51. The Subrecipient and its subrecipients shall comply with The Architectural Barriers Act of 1968, 42 U.S.C. 4151 et seq., as amended, the Federal Property Management Regulations (41 CFR 102-76), and the Uniform Federal Accessibility Standards issued by GSA (see 36 CFR 1191, Appendixes C and D) set forth requirements to make facilities accessible to, and usable by, the physically handicapped and include minimum design standards. All new facilities designed or constricted with grant support must comply with these requirements. In addition, facility signage for persons with disabilities must conform with the U.S. Department of Justice's ADA Standards for Accessible Design, pursuant to 29 CFR 38.15, as proposed.
52. Pursuant to 15 U.S.C. 2225a, Fire Prevention and Control, Review, the Subrecipient and its subrecipients must ensure that all space for conferences, meetings, conventions or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act of 1990 (Pub.Law 101-391, as amended). Subrecipients and their recipients may search the Hotel Motel National Master List at <https://apps.usfa.fema.gov/hotel/> to see if a property is in compliance, or to find other information about the Act.
53. The Subrecipient assures that it and its subrecipients shall comply with the Jobs for Veterans Act (JVA; Pub. L. 107-288 (38 USC 4215), as implemented by 20 CFR Part 1010, and DOL Training and Guidance Letter No. 10-09, "Implementing Priority of Service for Veterans and Eligible Spouses in all Qualified Job Training Programs Funded in whole or in part by the U.S. Department of Labor," November 10, 2009. The JVA requires recipients to provide priority of service to veterans and spouses of certain veterans for the receipt of employment, training, and placement services in any job training program directly funded, in whole or in part, by DOL. The regulations implementing this priority of service can be found at 20 CFR part 1010. In circumstances where a grant recipient must choose between two qualified candidates for a service, one of whom is a veteran or eligible spouse, the veterans priority of service provisions require that the grant recipient give the veteran or eligible spouse priority of service by first providing him or her that service. To obtain priority of service a veteran or spouse must meet the program's eligibility requirements. Recipients must comply with DOL guidance on veterans' priority. ETA's Training and Employment Guidance Letter (TEGL) No. 10-09 (issued November 10, 2009) provides guidance on implementing priority of service for veterans and eligible spouses in all qualified job training programs funded in whole or in part by DOL.

54. The Subrecipient assures that it and its subrecipients shall comply with 285.530 RSMo, “Employment of unauthorized aliens prohibited—federal work authorization program, requirements for participation in—liability of contractors and subcontractors.”
- Pursuant to section 285.530.2 RSMo, the Subrecipient shall maintain enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the contracted services included herein.
 - Pursuant to section 285.530.1, RSMo, neither the Subrecipient nor any subcontractor shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. In accordance with section 285.530.5 RSMo, a general contractor or subcontractor of any tier shall not be liable under sections 285.525 to 285.550 RSMo when such contractor or subcontractor contracts with its direct subcontractor who violates subsection 1 of section 285.530 RSMo, if the contract binding the contractor and subcontractor affirmatively states that:
 - A. the direct subcontractor is not knowingly in violation of subsection 1 of section 285.530 RSMo and
 - B. shall not henceforth be in such violation and
 - C. the contractor or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subcontractor’s employees are lawfully present in the United States.
 - The Exhibit II E-Verify documents shall be completed and returned to the Contractor.
55. The Subrecipient assures that it and its subrecipients shall comply with Missouri Governor Executive Order 04-09 (March 17, 2004), which requires vendors to disclose services performed offshore and restricts agencies in awarding contracts to vendors of offshore services. No award of a contract shall be made to a vendor who contemplates performing work pursuant to the contract at a site outside the United States, unless one of the waiver conditions of Executive Order 04-09 is met.
56. By signature of the Annual Agreement, the Subrecipient provides the following Certification regarding Lobbying in accordance with 2 CFR Part 200.450, Lobbying, and 29 CFR 93, New Restrictions on Lobbying, and certifies that to the best of his or her knowledge and belief:
- No federal appropriated funds have been paid or will be paid, by or on behalf of the signatory, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the signatory shall complete and submit Standard Form –LLL “Disclosure of Lobbying Activities”, in accordance with its instructions.
- The signatory shall require that the language of this Certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- This Certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this Certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352, Limitation on use of Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions. Any person who fails to file the required Certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

57. By signature of the Annual Agreement, the Subrecipient provides the following Certification regarding a Drug Free Workplace in accordance with the Drug Free Workplace Act of 1988 (Pub. L. 100-690), 41 U.S.C. 8101 et seq., Drug-free Workplace, 2 CFR Part 182, Government-wide Requirements for Drug-free Workplace (Financial Assistance), and 29 CFR Part 94, Government-wide Requirements for Drug-free Workplace (Financial Assistance), and certifies that it will or will continue to provide a drug free workplace by:

- (1) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee’s workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (2) Establishing an ongoing drug-free awareness program to inform employees about:
 - A. The dangers of drug abuse in the workplace;
 - B. The grantee’s policy of maintaining a drug-free workplace;
 - C. Any available drug counseling, rehabilitation, and employee assistance programs;
 - D. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (3) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (1);
- (4) Notifying the employee in the statement required by paragraph (1) that, as a condition of

employment under the grant, the employee will:

- A. Abide by the terms of the statement;
 - B. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (5.) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (4) (B) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number (s) of each affected grant;
- (6.) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (4) (B), with respect to any employee who is so convicted:
- A. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended (Pub. L. 93-112); or
 - B. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (7.) Making a good faith effort to continue to maintain a drug free workplace through implementation of paragraphs (1), (2), (3), (4), (5) and (6).
58. By signature of the Annual Agreement, the Subrecipient provides the following Certification regarding Debarment and Suspension in accordance with 2 CFR Part 180, OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement), and certifies that to the best of his or her knowledge and belief that it and its principals:
- Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - Have not within a three-year period preceding this Annual Agreement been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - Are not presently indicted or otherwise criminally or civilly charged by a government

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entity (Federal, State or local) with commission of any of the offenses enumerated in this certification; and,

- Have not within a three-year period preceding this Annual Agreement had one or more public transactions (Federal, State, or local) terminated for cause or default.

Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall submit an explanation to the Contractor.

59. **NONDISCRIMINATION & EQUAL OPPORTUNITY ASSURANCE:**

Note: This particular assurance (portions which are duplicated elsewhere in other assurances) is applicable to the extent that the program activities are conducted as part of the One Stop Delivery System (See 29 CFR 38.2).

As a condition to the award of financial assistance from the Department of Labor under Title I of WIOA, the Subrecipient assures that it and its subrecipients shall comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

- (1.) Section 188 of the Workforce Innovation and Opportunity Act of 2014 (WIOA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation, or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIOA financially assisted program or activity;
- (2.) Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352, as amended), which prohibits discrimination on the basis of race, color, religion, or national origin;
- (3.) Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112, as amended), which prohibits discrimination against qualified individuals with disabilities;
- (4.) The Age Discrimination Act of 1975, (Pub. L. 94-135, as amended), which prohibits discrimination on the basis of age; and
- (5.) Title IX of the Education Amendments of 1972 (Pub L. 92-318, as amended), which prohibits discrimination on the basis of sex in educational programs.

The Subrecipient and its subrecipients also assure that it shall comply with 29 CFR Part 38, and all other regulations implementing the laws listed above. This assurance applies to the Subrecipient's operation of WIOA financially assisted program or activity, and to all agreements the Subrecipient makes to carry out the WIOA financially assisted program or activity. The Subrecipient understands that the United States has the right to seek judicial enforcement of this assurance.

EXHIBIT II
BUSINESS ENTITY CERTIFICATION, ENROLLMENT DOCUMENTATION,
AND AFFIDAVIT OF WORK AUTHORIZATION

BUSINESS ENTITY CERTIFICATION:

The contracting agency must certify their current business status by completing either Box A or Box B or Box C on this Exhibit.

- BOX A:** To be completed by a non-business entity as defined below.
- BOX B:** To be completed by a business entity who has not yet completed and submitted documentation pertaining to the federal work authorization program as described at http://www.dhs.gov/files/programs/gc_1185221678150.shtm.
- BOX C:** To be completed by a business entity who has current work authorization documentation on file with a Missouri state agency including Division of Purchasing and Materials Management.

Business entity, as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, is any person or group of persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood. The term “**business entity**” shall include but not be limited to self-employed individuals, partnerships, corporations, contractors, and subcontractors. The term “**business entity**” shall include any business entity that possesses a business permit, license, or tax certificate issued by the state, any business entity that is exempt by law from obtaining such a business permit, and any business entity that is operating unlawfully without such a business permit. The term “**business entity**” shall not include a self-employed individual with no employees or entities utilizing the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

Note: Regarding governmental entities, business entity includes Missouri schools, Missouri universities (other than stated in Box C), out of state agencies, out of state schools, out of state universities, and political subdivisions. A business entity does not include Missouri state agencies and federal government entities.

BOX A – CURRENTLY NOT A BUSINESS ENTITY

I certify that _____ (Company/Individual Name) **DOES NOT CURRENTLY MEET** the definition of a business entity, as defined in section 285.525, RSMo pertaining to section 285.530, RSMo as stated above, because: (check the applicable business status that applies below)

- I am a self-employed individual with no employees; **OR**
- The company that I represent employs the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

I certify that I am not an alien unlawfully present in the United States and if _____ (Company/Individual Name) is awarded a contract for the services requested herein under _____ (Bid/SFS/Contract Number) and if the business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, then, prior to the performance of any services as a business entity, _____(Company/Individual Name) agrees to complete Box B, comply with the requirements stated in Box B and provide the Division of Workforce Development with all documentation required in Box B of this exhibit.

Authorized Representative’s Name (Please Print)

Authorized Representative’s Signature

Company Name (if applicable)

Date

EXHIBIT II, continued

(Complete the following if you DO NOT have the E-Verify documentation and a current Affidavit of Work Authorization already on file with the State of Missouri. If completing Box B, do not complete Box C.)

BOX B – CURRENT BUSINESS ENTITY STATUS

I certify that _____ (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530.

Authorized Business Entity Representative's
Name (Please Print)

Authorized Business Entity
Representative's Signature

Business Entity Name

Date

E-Mail Address

As a business entity, the bidder/contractor must perform/provide each of the following. The bidder/contractor should check each to verify completion/submission of all of the following:

- Enroll and participate in the E-Verify federal work authorization program (Website: http://www.dhs.gov/files/programs/gc_1185221678150.shtm; Phone: 888-464-4218; Email: e-verify@dhs.gov) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND
- Provide documentation affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program. Documentation shall include EITHER the E-Verify Employment Eligibility Verification page listing the bidder's/contractor's name and company ID OR a page from the E-Verify Memorandum of Understanding (MOU) listing the bidder's/contractor's name and the MOU signature page completed and signed, at minimum, by the bidder/contractor and the Department of Homeland Security – Verification Division. If the signature page of the MOU lists the bidder's/contractor's name and company ID, then no additional pages of the MOU must be submitted; AND
- Submit a completed, notarized Affidavit of Work Authorization provided on the next page of this Exhibit.

EXHIBIT II, continued

AFFIDAVIT OF WORK AUTHORIZATION:

The contracting agency who meets the section 285.525, RSMo, definition of a business entity must complete and return the following Affidavit of Work Authorization.

Comes now _____ (Name of Business Entity Authorized Representative) as _____ (Position/Title) first being duly sworn on my oath, affirm _____ (Business Entity Name) is enrolled and will continue to participate in the E-Verify federal work authorization program with respect to employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State of Missouri for the duration of the contract(s), if awarded in accordance with subsection 2 of section 285.530, RSMo. I also affirm that _____ (Business Entity Name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services provided under the contract(s) for the duration of the contract(s), if awarded.

In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)

Authorized Representative's Signature	Printed Name
Title	Date
E-Mail Address	E-Verify Company ID Number

Subscribed and sworn to before me this _____ of _____. I am
(DAY) (MONTH, YEAR)
commissioned as a notary public within the County of _____, State of
(NAME OF COUNTY)
_____, and my commission expires on _____.
(NAME OF STATE) (DATE)

Signature of Notary	Date
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EXHIBIT II, continued

(Complete the following if you have the E-Verify documentation and a current Affidavit of Work Authorization already on file with the State of Missouri. If completing Box C, do not complete Box B.)

BOX C – AFFIDAVIT ON FILE - CURRENT BUSINESS ENTITY STATUS

I certify that _____ (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, and have enrolled and currently participates in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State of Missouri. We have previously provided documentation to a Missouri state agency or public university that affirms enrollment and participation in the E-Verify federal work authorization program. The documentation that was previously provided included the following.

- ✓ The E-Verify Employment Eligibility Verification page OR a page from the E-Verify Memorandum of Understanding (MOU) listing the bidder's/contractor's name and the MOU signature page completed and signed by the bidder/contractor and the Department of Homeland Security – Verification Division
- ✓ A current, notarized Affidavit of Work Authorization (must be completed, signed, and notarized within the past twelve months).

Name of **Missouri State Agency** or **Public University*** to Which Previous E-Verify Documentation Submitted: _____

(*Public University includes the following five schools under chapter 34, RSMo: Harris-Stowe State University – St. Louis; Missouri Southern State University – Joplin; Missouri Western State University – St. Joseph; Northwest Missouri State University – Maryville; Southeast Missouri State University – Cape Girardeau.)

Date of Previous E-Verify Documentation Submission: _____

Previous **Bid/Contract Number** for Which Previous E-Verify Documentation Submitted:

(if known)

Authorized Business Entity Representative's
Name (Please Print)

Authorized Business Entity
Representative's Signature

E-Verify MOU Company ID Number

E-Mail Address

Business Entity Name

Date

FOR STATE USE ONLY

Documentation Verification Completed By:

Buyer

Date

WORKFORCE INNOVATION AND OPPORTUNITY ACT
PY'17 ANNUAL AGREEMENT

THIS AGREEMENT is made and entered into the 23rd day of March, 2017, by and between the Division of Workforce Development, hereinafter referred to as the Contractor, and St. Charles County, Missouri, hereinafter referred to as the Subrecipient.

1. The period of performance under this Annual Agreement shall be from April 1, 2017, to June 30, 2019. Notices of Obligation (NOO) shall be issued for each project covered under this Annual Agreement. The Scope of Work (as applicable) and period of performance for each project shall be included with the NOO.

This Annual Agreement applies to funds appropriated under the Consolidated Appropriations Act, 2016 (Pub. L. 114-113). This Agreement shall not bind nor purport to bind the state of Missouri for any contractual commitment in excess of the original contract period. Any decision regarding the desire, need, or ability to renew the Annual Agreement for any extended period of time rests solely with the Contractor. If such renewal is deemed to be desirable by the Contractor, such renewal may be executed by the revision process described in Paragraph 2 for one year periods (July 1 – June 30) or a portion thereof. In the event that the Annual Agreement is renewed, all terms, conditions, and provisions of the original Annual Agreement or as amended, shall remain the same and apply during the renewal period unless otherwise agreed to in writing.

The Subrecipient shall be responsible for ensuring all staff performing duties under this Annual Agreement participate in training relevant to the programs and job functions they perform. It is the responsibility of the Subrecipient to provide this training and on-going technical assistance and for maintaining documentation of training/technical assistance.

2. Modifications to the Annual Agreement shall be transmitted to the Subrecipient and shall be assigned a consecutive identifying number by the Contractor. The modifications will not require two party signatures and will become fully effective ten (10) calendar days following the date of the modification unless notified of rejection by the Subrecipient. Modifications to the NOO may include adjustments as increases or decreases to current obligated amounts and/or additional new funding for new project Scopes of Work included in the NOO. Modifications of the initial NOO shall be transmitted to the Subrecipient and shall be assigned a consecutive identifying number by the Contractor.

The Catalog of Federal Domestic Assistance (CFDA) number assigned to specific federal financial assistance funding sources shall be listed in the NOO as well as within the Contractor's Financial Reporting System (FRS).



The allowable cost categories shall be entered in the Budget Amount column on the Contract Progress Report (CPR) in FRS.

The Subrecipient shall comply with the following payment and reporting procedures:

- (a) The Subrecipient shall utilize the Cash Request page or section of FRS to control the cash requirements for program operations. The Contractor reserves the right to monitor and, when deemed necessary by the Contractor, to restrict cash flow to prevent accumulation of excess cash. Excess cash shall be defined as cash in excess of reported accrued expenditures for the same accounting period. The Subrecipient shall provide an explanation on the monthly CPR when cumulative cash requested exceeds cumulative accrued expenditures reported during the same reporting period.
- (b) The Subrecipient shall, during the term of the Annual Agreement, prepare and submit monthly to the Contractor a CPR. The Subrecipient shall submit this report no later than the close of business on the tenth (10th) calendar day of the month for non-end of quarter months and on the fifteenth (15) calendar day of the month for end of quarter months following the month for which activities are reported upon to the Contractor. Reports shall be prepared on an accrual basis, and include all costs incurred for the period, without regard to payment date. The Subrecipient shall utilize the Final Report feature on the CPR when closing out each funding category.
- (c) The Subrecipient shall submit a Program Income Report in accordance with 2 Code of Federal Regulations (CFR) Part 200.307, Program Income; a Stand-In Costs Report, in accordance with Comptroller General of the United States Decision 68 Comp. Gen. 247, B208871.2, dated February 9, 1989; a Leveraged Funds Report; and a Match Funds Report, as applicable, on a quarterly basis by the fifteenth (15th) calendar day of the month following the last month of the quarter being reported. Reports shall be on an accrual basis, and include all costs/revenues incurred, without regard to payment or receipt date. Any program income generated must be disbursed prior to requesting additional cash from the Contractor.
- (d) The Subrecipient shall submit any other such financial and statistical reports the Contractor may require.
- (e) The Subrecipient and its subrecipients shall maintain a participant tracking and data system that will provide reports required by the Contractor. If Missouri's participant tracking and data system allows for the tracking of individuals funded in this Annual Agreement, this system must be utilized as the primary tracking system. Required data/reports shall be verifiable and accessible to the Contractor's staff for monitoring, reporting, auditing, and evaluation purposes. All data in Missouri's participant tracking and data system will comprise the official "data of record". If the Subrecipient uses any additional external data tracking system, it must have security protocols that are consistent with state standards, in order to safeguard any Personally Identifiable Information (PII).

- (f) The Subrecipient and its subrecipients shall maintain required data/records on each participant with sufficient detail to demonstrate compliance with eligibility and reporting criteria set forth by the contractor.
3. Funds provided under this agreement must be expended in accordance with all applicable federal statutes, regulations and guidance, including those of the Workforce Innovation and Opportunity Act (WIOA; Pub. L. 113-128) as presently in effect and as may become effective during the terms of this agreement.
 4. Payment is contingent upon continued availability of funding and/or ability to request cash.
 5. The Subrecipient must use its own documented procurement procedures which reflect applicable State and local laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in 2 CFR Part 200.318 , General Procurement Standards.
 6. The Subrecipient agrees to abide by DWD Issuances, Policies and Procedures, desk aids, etc. which interpret guidance of the U.S. Department of Labor (USDOL). The Subrecipient shall be responsible for ensuring its staff and subrecipients receive, understand and abide by all DWD policy issuances, desk aids, Policy and Procedure Manuals, etc.
 7. The Subrecipient shall provide and perform the services as specified in the project Scope of Work (as applicable), as approved by the Contractor.
 8. The Subrecipient and its subrecipients shall comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards applicable to their organization as codified at 2 CFR Part 200, et al, and 2 CFR Part 2900, DOL Exceptions to 2 CFR Part 200.
 9. To the extent allowed by law, the Subrecipient shall proceed and save the Contractor herein harmless from any and all loss, claims, expenses, action, causes of actions, costs, damages, and obligations, final or otherwise, arising from any and all acts of the Subrecipient, its agents, employees, licensees, WIOA participants, or invitees that result in injury to property or loss to the Contractor, arising from performance of this Annual Agreement, as those injuries, damages, or losses relate to any person, corporation, partnership, or any other entity.
 10. The Subrecipient assumes full liability for the actions of itself and all its subrecipients for all expenditures determined by the Contractor to be disallowed. The Subrecipient further agrees to repay from non-federal sources all expenditures determined by the Contractor to be disallowed.

Such paragraph is not intended and shall not relieve the Chief Elected Official(s) of the Local Workforce Development Area (LWDA) of liability for any additional funding

provided for services herein to the LWDA entity identified by the LWDA plan and as provided by WIOA 107(d)(12)(B)(i)(I or II), Local Workforce Development Boards, Functions of the Local Board, Budget and Administration. The chief elected official in a local area shall serve as the local grant recipient for, and shall be liable for any misuse of, the grant funds allocated to the local area under sections 128 and 133, unless the chief elected official reaches an agreement with the Governor for the Governor to act as the local grant recipient and bear such liability.

11. If required, the subrecipient shall have a single or program-specific audit conducted in accordance with provisions of the Single Audit Act of 1984 (Pub. L. 98-502; with Single Audit Act Amendments of 1996, Pub. L. 104-156) and 2 CFR Part 200, Subpart F, et al., Audit Requirements.
 - (a) In accordance with the provisions of 2 CFR Part 200, Subpart F, et al., Audit Requirements, the subrecipient shall consider all sources of federal awards, including federal resources received from the Contractor, in determining the federal awards expended in its fiscal year.
 - (b) In the event the subrecipient is required to obtain an audit pursuant to 2 CFR Part 200, Subpart F, et al., Audit Requirements, the subrecipient shall submit the reporting package to the Federal Audit Clearinghouse (FAC) as required by 2 CFR Part 200.512, Report Submission. The subrecipient shall notify the Contractor in the event the subrecipient is not required to obtain and submit a single audit.
 - (c) The subrecipient shall cooperate with the Contractor in resolving questions that the Contractor may have concerning the auditors' report and plans for corrective action(s) pursuant to 2 CFR Part 200.521, Management Decisions.
12. If any term, covenant, or condition of the Annual Agreement shall be determined judicially to be illegal, invalid, or unenforceable, the remaining terms, covenants, and conditions of the Annual Agreement shall not be affected thereby and each term, covenant, or condition of the Annual Agreement shall be valid and be enforced to the fullest extent permitted by law.
13. The Contractor and Subrecipient agree to the following cancellation provisions:
 - (a) The Contractor may cancel this Annual Agreement for noncompliance with any requirement of WIOA or the regulations promulgated under that Act, noncompliance with the requirements of any other applicable law, or the withdrawal of the Grant Recipient/Local Area Grant Subrecipient/Fiscal Agent designation (as appropriate) by the Local Workforce Development Board or the Chief Elected Official(s), by giving written notice to the Subrecipient of such termination and specifying the effective date thereof. In the event of such cancellation, the Subrecipient will be paid to the date of cancellation for such work as has been properly performed hereunder, as determined by the Contractor.

- (b) If the Subrecipient fails to perform under the Annual Agreement or fails to make sufficient progress so as to endanger performance, the Contractor may cancel this Annual Agreement, in whole or in part, upon thirty (30) days written notice to the Subrecipient. In the event of such cancellation, the Subrecipient will be paid to the date of cancellation for such work as has been properly performed hereunder, as determined by the Contractor.
 - (c) Either party may, at their option, cancel this Annual Agreement without penalty upon thirty (30) days written notice. In such event, the Subrecipient shall receive full payment for services reported in accordance with Paragraph 2(c) prior to such termination. However, in no event shall any said payment exceed the obligated amount for said services.
14. Any changes in the scope of this Annual Agreement shall be made by written amendment and signed by all parties.
 15. The Subrecipient agrees to comply with the provisions of the Assurances and any amendments or revisions thereto as described in Exhibit I which are incorporated herein and made a part thereof as if fully rewritten. Such Assurances shall be applicable to the Subrecipient's subrecipients receiving WIOA funds under this Annual Agreement. The Contractor shall have authority to the extent allowable by law to require the Subrecipient or its subrecipients to take corrective and/or remedial action if provisions are violated.
 16. The Subrecipient assures, by signature of this agreement, as a condition to the award of financial assistance under WIOA from the USDOL, with respect to operation of the WIOA funded program or activity and all agreements or arrangements to carry out the WIOA funded program or activity, that it will comply fully with the nondiscrimination and equal opportunity provisions of WIOA Section 188, Nondiscrimination, and 29 CFR Part 38, Implementation of the Nondiscrimination and Equal Opportunity Provisions of the Workforce Innovation and Opportunity Act.
 17. The Contractor, the Department of Economic Development, the State Auditor's Office, the USDOL, the Comptroller General of the United States, and any of these agencies' designated representatives at any time during normal business hours and as often as deemed necessary shall have the right to monitor or audit activities and review, copy, make excerpts or transcripts of any or all books and records (including computer records), reports, correspondence, forms, contracts, invoices, materials, payrolls, records of personnel, files or other such documentation at any Subrecipient site, or Subrecipient's subrecipient site, for which funds have been provided under this Annual Agreement. This right also includes timely and reasonable access to personnel of the Subrecipient, its subrecipients, and vendor contracts, for the purpose of interviews and discussions related to such documents. The monitoring function may be implemented through the use of internal evaluation procedures, the examination of program data, special analysis, on-site review, or any other procedure the Contractor and/or the above mentioned agencies deem necessary and appropriate. Subject to the discretion of the Contractor, authorized employees of the contractor shall have the

right to be present at any and all of the Local Workforce Development Area Board meetings, Subrecipient's staff meetings, Board of Director's meetings, Advisory Committee meetings, and Advisory Board meetings if an item to be discussed is an item of this Annual Agreement.

18. The Federal Government reserves a paid-up, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use for federal purposes: i) the copyright in all products developed under this Annual Agreement, including any subagreement under this Annual Agreement; and ii) any rights of copyright to which the Subrecipient or its subrecipients 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 Contractor has a license or rights of free use in such work, although they may be used to pay costs of obtaining a copy which is limited to the developer/seller costs of copying and shipping. If revenues are generated through selling products developed with contracted funds, including intellectual property, these revenues are program income. Program income must be used in accordance with provisions of this Agreement and 2 CFR 200.307. If applicable, the following needs to be on all products developed in whole or in part with contracted 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 Subrecipient 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.”

All small business firms and non-profit organizations (including educational institutions if a non-profit entity) must adhere to the Bayh Dole Act, which requirements are provided at 37 CFR 401.3(a) and at <https://doleta.gov/grants/pdf/BayhDoleGrantTerm.pdf>. To summarize, these requirements describe the ownership of Intellectual Property rights and the government’s nonexclusive, nontransferable, irrevocable, paid-up license to use any invention conceived or first actually reduced to practice in the performance of work under this Agreement. These requirements are in addition to the terms noted above.

19. The Subrecipient shall retain all records pertinent to all grants and agreements, including financial, statistical, property, applicant and participant records, and supporting documentation, for a period of three (3) years after the Subrecipient submits to the Contractor its final expenditure report for that funding period. Records for nonexpendable property shall be retained for a period of three (3) years after final disposition of the property. The aforementioned records will be retained beyond three (3) years if any

litigation or audit is begun or if a claim is instituted involving the grant or agreement covered by the records. In these instances, the records will be retained until the litigation, audit, or claim has been finally resolved. The Subrecipient shall comply with the Record Retention requirements as applicable to the entity and as included in 2 CFR Part 200.333, Retention Requirements for Records.

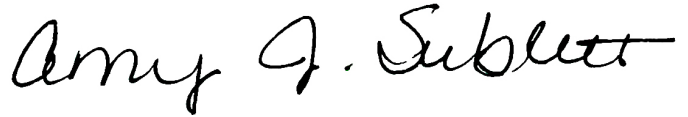
In the event that this Annual Agreement is terminated and the Subrecipient and/or its subrecipient is unable to maintain records as required, the Subrecipient and/or its subrecipient is responsible for transferring such records to the Contractor in accordance with procedures established by the Contractor. The Contractor shall then assume responsibility for the maintenance of such records.

20. The Subrecipient shall not assign this Annual Agreement or any part thereof unless otherwise provided or without the written consent of the Contractor, but in no case shall such consent relieve the Subrecipient from the obligation under, or change the terms of, the Annual Agreement.
21. The Subrecipient shall agree that in administering the Annual Agreement that the Subrecipient will comply with the Conflict of Interest provisions of 2 CFR Part 200.112.
22. The Subrecipient and its subrecipients shall comply with 2 CFR Part 200.113, Mandatory Disclosures. The Subrecipient must disclose, in a timely manner, in writing to the Contractor all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures can result in any of the remedies described in 2 CFR Part 200.338, Remedies for Noncompliance, including suspension or debarment. (See also 2 CFR Part 180, OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement), and 31 U.S.C. 3321, Disbursing Authority in the Executive Branch).
23. The Subrecipient shall comply with the terms and conditions concerning closeout of the subaward in 2 CFR Part 200.343, Closeout, with the exception that after the period of performance is complete, the Subrecipient will have two CPR cycles instead of 90 calendar days where applicable.
24. The Subrecipient shall comply with the following staff training requirements:
 - (a) The Subrecipient shall agree to send new financial staff to DWD sponsored financial training in Jefferson City within 90 days of employment.
 - (b) The Subrecipient shall agree to send new Job Center staff to Workforce Development 1.0 Technical and Essential Skills Training in Jefferson City. New staff will not receive access to the case management system until they have completed Technical training.

By signing below, the signatories agree to the terms and conditions of this agreement, including all applicable assurances and certifications, on behalf of their respective agencies indicated below. In addition, the Subrecipient's expenditure of any funds properly granted hereunder constitutes acceptance of the award, including any new or additional terms and conditions as may be attached hereto.

SUBRECIPIENT

STATE OF MISSOURI
DEPARTMENT OF ECONOMIC
DEVELOPMENT
DIVISION OF WORKFORCE
DEVELOPMENT



Authorized Signature

Amy Sublett, Acting Director
Division of Workforce Development

March 23, 2017

Name

Date

Title

Date

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ASSURANCES

1. The Subrecipient assures that it and its subrecipients shall expend funds provided by the Annual Agreement in accordance with WIOA regulations; DOL and DWD guidance, rules, regulations, policies and procedures, manuals, and desk aids; and all other applicable federal, state, or local laws.
2. The Subrecipient and its subrecipients must register in the System for Award Management (SAM) database at www.sam.gov, and maintain current registration at all times during the pendency of this Annual Agreement. In order to register in SAM, a valid Dun and Bradstreet Data Universal Numbering System (DUNS) Number is required. See www.dnb.com.
3. The Subrecipient assures that it and its subrecipients shall establish in accordance with the Workforce Innovation and Opportunity Act (WIOA, Pub. L. 113-128, as amended) Section 184, fiscal control and fund accounting procedures that may be necessary to ensure the proper disbursement of and accounting for funds made available by the Annual Agreement.
4. The Subrecipient assures that it and its subrecipients shall comply with 2 CFR Part 200, et al., Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards including, but not limited to, Appendix II to 2 CFR Part 200, "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards", and 2 CFR Part 2900, DOL Exceptions to 2 CFR Part 200, for funds made available by the Annual Agreement.
5. Pursuant to 2 CFR 200.400(g), non-Federal entities may not earn or keep any profit resulting from Federal financial assistance, except as authorized by WIOA Section 121(d)(2)(B) for One-Stop Operators or service providers which are for-profit entities.
6. The Subrecipient assures that it and its subrecipients receiving WIOA funds shall provide services through the Local Workforce Development Area Local Plan that are consistent with the Workforce Innovation and Opportunity Act Missouri Combined State Plan (or as modified).
7. The Subrecipient assures that it and its subrecipients shall not expend funds provided under WIOA for those activities identified as being prohibited.
8. The Subrecipient assures that it and its subrecipients shall comply with the confidentiality requirements of WIOA Section 116(i)(3), Performance Accountability System, Fiscal and Management Accountability Information Systems, Confidentiality, and 2 CFR Part 200.303(e), Internal Records.
9. The Subrecipient assures that it and its subrecipients shall not use funds received under WIOA to displace any currently employed employee or previously laid off employee from the same or substantially equivalent job in accordance with WIOA Section 181(b)(2)(A), Requirements and

Restrictions, Labor Standards, Displacement, Prohibition.

10. The Subrecipient assures that it and its subrecipients shall not use funds received under WIOA to assist, promote, or deter union organizing in accordance with WIOA Section 181(b)(7), Requirements and Restrictions, Labor Standards, No Impact on Union Organizing.
11. The Subrecipient assures that it and its subrecipients shall annually monitor and resolve monitoring findings of subrecipients receiving funds under WIOA. Such monitoring shall be done in accordance with WIOA Section 184(a)(4), Fiscal Controls; Sanctions, Establishment of Fiscal Controls by States, Monitoring, 2 CFR Part 200.328, Monitoring and Reporting Program Performance, and 2 CFR 200.331, Requirements for Pass-through Entities, and additional requirements as issued by the Contractor.
12. No funds may be expended by an entity unless the entity agrees that in expending the funds it will comply with sections 8301 through 8303 of title 41, United States Code (commonly known as the “Buy American Act”). See WIOA Section 502—Buy American Requirements.
13. Conferences sponsored in whole or in part by Subrecipients or their subrecipients are allowable if the conference is necessary and reasonable for the successful performance of the Federal Award. Subrecipients and their subrecipients are urged to use discretion and judgment to ensure that all conference costs charged to the grant are appropriate and allowable. For more information on the requirements and allowability of costs associated with conferences, refer to 2 CFR 200.432, Conferences. Subrecipients and their subrecipients will be held to the requirements in 2 CFR 200.432. Costs that do not comply with 2 CFR 200.432 will be questioned and may be disallowed.
14. No funds provided under this Agreement shall be used for publicity or propaganda purposes, for the preparation, distribution or use of any kit, pamphlet, booklet, publication, radio, television or film presentation designed to support or defeat legislation pending before the Congress or any state or local legislature or legislative body, except in presentation to the Congress or any state or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any state or local government, except in presentation to the executive branch of any state or local government itself. Nor shall funds be used to pay the salary or expenses of any recipient or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive Order proposed or pending before the Congress, or any state government, state legislature, or local legislature body other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a state, local, or tribal government in policymaking and administrative processes within the executive branch of that government.
15. The Subrecipient and its subrecipients 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. The Subrecipient and its subrecipients must meet the requirements in Training and Employment Guidance Letter (TEGL 39-11, Guidance on the Handling and

Protection of Personally Identifiable Information (PII)), (located at http://wdr.doleta.gov/directives/corr_doc.cfm?DOCN=7872).

16. The Subrecipient and its subrecipients must ensure that no funds made available under a Federal Act may be used for any contract with any foreign incorporated entity which is treated as an inverted domestic corporation under section 835(b) of the Homeland Security Act of 2002 (6 U.S.C. 395(b)) or any subsidiary of such an entity. Waivers to this regulation may be granted by the Secretary of Labor if the Secretary determines that the waiver is required in the interest of national security.
17. The Subrecipient assures that it and its subrecipients shall comply with Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352, as amended), and implementing regulations at 29 CFR part 31, which prohibit discrimination and require provision of equal opportunity on the basis of race, color, or national origin, and Title VII of the Civil Rights Act of 1964, which prohibits discrimination on the basis of religion or sex.
18. The Subrecipient assures that it and its subrecipients shall comply with Title IX of the Education Amendments of 1972 (Pub L. 92-318, as amended), and implementing regulations at 29 CFR part 36, Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance, which prohibit discrimination and require provision of equal opportunity on the basis of sex in education and training programs.
19. The Subrecipient assures that it and its subrecipients shall comply with Section 504 of the Rehabilitation Act of 1973, Nondiscrimination under Federal Grants, (Pub. L. 93-112, as amended, including amendments made by the ADA Amendments Act of 2008, Pub. L. 110-325), and U.S. Department of Labor's implementing regulations at 29 CFR part 32, Nondiscrimination on the Basis of Handicap in Programs or Activities Receiving Federal Financial Assistance, which prohibit discrimination and require provision of equal opportunity on the basis of disability.
20. The Subrecipient assures that it and its subrecipients shall comply with Age Discrimination Act of 1975 (Pub. L. 94-135, as amended), and implementing regulations at 29 CFR part 35, Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance from the Department Of Labor, which prohibit discrimination and require provision of equal opportunity on the basis of age, but permit certain distinctions based on, or related to, age.
21. The Subrecipient assures that it and its subrecipients shall comply with the Privacy Act of 1974 (Pub. L. 93-579, as amended). These funds cannot be used in contravention of 5 U.S.C. 552a, Records Maintained on Individuals, or regulations implementing that section.
22. The Subrecipient assures that it and its subrecipients shall comply with requirements of the Americans with Disabilities Act of 1990 (Pub. L. 101-336, as amended), and the Americans with Disabilities Act Amendments Act of 2008 (Pub Law 110-325) and associated Code of Federal Regulations as applicable to the entity directly or indirectly as recipients of contracted funds from the state of Missouri.

Revised
January 30, 2017

23. The Subrecipient assures that it and its subrecipients shall comply with the Drug Abuse Prevention, Treatment, and Rehabilitation Act (Pub. L. 92-255, as amended), relating to nondiscrimination on the basis of drug abuse; the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970 (Pub. L. 91-616, as amended), relating to nondiscrimination on the basis of alcohol abuse or alcoholism; the Public Health Service Act (42 U.S.C. 290dd-1, Admission of Substance Abusers to Private and Public Hospitals and Outpatient Facilities, and 42 U.S.C. 290dd-2, Confidentiality of Records, as amended), relating to discrimination in program eligibility and confidentiality of alcohol and drug abuse patient records; Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.) as amended, relating to nondiscrimination in the sale, rental or financing of housing; any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and the requirements of any other non-discrimination statute(s) which may apply to the application.
24. The Subrecipient assures that it and its subrecipients shall comply with the Requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
25. The Subrecipient assures that it and its subrecipients shall comply with provisions of the Hatch Act, as amended, (5 U.S.C. Chapter 15, Political Activity of Certain State and Local Employees, and 5 U.S.C. Chapter 73, Subchapter III, Political Activities, Sections 7324–7326), which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
26. The Subrecipient assures that it and its subrecipients shall comply as applicable, with the provisions of the Davis-Bacon Act, as amended (40 U.S.C. 3141-3148), as supplemented by 29 CFR Part 5, Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act); the Copeland Anti-Kickback Act (18 U.S.C. 874, Kickbacks from Public Works Employees, and 40 U.S.C. 3145, Regulations Governing Contractors and Subcontractors), as supplemented by 29 CFR Part 3, Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States; and the Contract Work Hours and Safety Standards Act (Pub. L. 87-581, as amended at 40 U.S.C. Chapter 37, Contract Work Hours and Safety Standards), regarding labor standards for federally assisted construction subagreements.
27. The Subrecipient assures that it and its subrecipients shall comply as applicable with the Flood Insurance Purchase Requirements of Section 102(A) of the Flood Disaster Protection Act of 1973 [Pub. L. 93-234, as amended at 42 U.S.C. 4012a(a), Flood Insurance Purchase and Compliance Requirements and Escrow Accounts, and supported by 44 CFR 59.2] which require recipients in a special flood hazard area to participate in the National Flood Insurance Program and to purchase flood insurance for any acquisition or construction purposes involving federally related financial assistance.

The Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 4001 et seq., provides that no Federal financial assistance to acquire, modernize, or construct property may be provided in identified

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

28. The Subrecipient assures that it and its subrecipients shall comply with Environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Presidential Executive Order (EO) 11514 (March 5, 1970), Protection and Enhancement of Environmental Quality; (b) notification of violating facilities pursuant to EO 11738 (September 10, 1973), Providing for Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants or Loans; (c) protection of wetlands pursuant to EO 11990 (May 24, 1977), Protection of Wetlands; (d) evaluation of flood hazards in flood plains in accordance with EO 11988 (May 24, 1977), Floodplain Management; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et. seq.); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).
29. The Subrecipient assures that it and its subrecipients shall comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
30. The Subrecipient assures that it and its subrecipients shall assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act (Pub. L. 89-665), as amended at 54 U.S.C. 306108, Effect of undertaking on Historic property, and EO 11593 (May 13, 1971), Protection and Enhancement of the Cultural Environment.
31. The Subrecipient assures that it and its subrecipients shall comply with The National Research Service Award Act of 1974 (P.L. 93-348) regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
32. The Subrecipient assures that it and its subrecipients shall comply with the Laboratory Animal Welfare Act (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
33. Pursuant to P.L. 114-113, Division H, Title I, Section 105, none of the funds appropriated under the heading "Employment and Training" shall be used by a recipient or subrecipient of such funds to pay the salary and bonuses of an individual, either as direct costs or indirect costs, at a rate in excess of Executive Level II. The Executive Level II salary may change yearly and is located on the OPM.gov website (<http://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/2016/executive-senior-level>). The salary and bonus limitation does not apply to contractors (vendors) providing goods and services as defined in 2 CFR Part 200.330, Subrecipient and Contractor Determinations. Where States are recipients of such funds, States

may establish a lower limit for salaries and bonuses of those receiving salaries and bonuses from subrecipients of such funds, taking into account factors including the relative cost-of-living in the State, the compensation levels for comparable State or local government employees, and the size of the organizations that administer Federal programs involved including Employment & Training Administration programs. See Training and Employment Guidance Letter No. 5-06 for further clarification available at <http://wdr.doleta.gov/directives/cordoc.cfm?DOCN=2262>.

34. Pursuant to P.L. 114-113, Division H, Title V, Section 505, when issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money, all recipients receiving Federal funds shall clearly state:
- the percentage of the total costs of the program or project which will be financed with Federal money;
 - the dollar amount of Federal funds for the project or program; and
 - percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.

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

35. Pursuant to P.L. 114-113, Division E, Title VII, Section 746, the Subrecipient and its subrecipients may not knowingly enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that was convicted of a felony criminal violation under any Federal law within the preceding 24 months, unless a Federal agency has considered suspension or debarment of the corporation and has made a determination that this further action is not necessary to protect the interests of the Government.
36. Pursuant to P.L. 114-113, Division E, Title VII, Section 745, the Subrecipient and its subrecipients 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 corporations that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, unless a Federal agency has considered suspension or debarment of the corporation and has made a determination that this further action is not necessary to protect the interests of the Government.
37. Pursuant to P.L. 114-113, Division H, Title V, Section 522, 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.
38. Pursuant to P.L. 114-113, Division E, Title VII, Section 739, grant funds may not be used for

the purposes of defraying the costs of a conference held by any Executive branch department, agency, board, commission, or office unless it is directly and programmatically related to the purpose for which the grant or contract was awarded.

No funds made available through DOL appropriations may be used for travel and conference activities that are not in compliance with Office of Management and Budget Memorandum M-12-12 dated May 11, 2012 or any subsequent revisions to that memorandum.

39. Pursuant to P.L. 114-113, Division H, Title I, Section 103, no funds may be obligated or expended for the procurement of goods mined, produced, manufactured, or harvested or services rendered, in whole or in part, by forced or indentured child labor in industries and host countries identified by DOL prior to December 18, 2015. DOL has identified these goods and services here:
<http://www.dol.gov/ilab/reports/child-labor/list-of-products/index-country.htm>.
40. Pursuant to P.L. 114-113, 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.
41. Pursuant to P.L. 114-113, 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.
42. Pursuant to P.L. 114-113, 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 is 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 woman 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 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.
43. Pursuant to P.L. 114-113, 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.

44. Pursuant to P.L. 114-113, 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.
45. The Subrecipient assures that it and its subrecipients shall comply with EO 13333, (March 16, 2004), Amending Executive Order 13257, To Implement the Trafficking Victims Protection Reauthorization Act of 2003. This agreement may be terminated without penalty, if the grantee or any subgrantee, or the Subrecipient or any subrecipient engages in: “(i) severe forms of trafficking in persons; (ii) the procurement of a commercial sex act during the period of time that the grant, contract, or cooperative agreement is in effect; (iii) the use of forced labor in the performance of the grant, contract, or cooperative agreement; or (iv) acts that directly support or advance trafficking in persons.” (22 U.S.C. § 7104(g))
46. Pursuant to EO 13043 (April 16, 1997), Increasing Seat Belt Use in the United States, the Subrecipient and its subrecipients 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.
47. Pursuant to EO 13513 (October 1, 2009), Federal Leadership on Reducing Text Messaging While Driving, recipients and subrecipients are encouraged to adopt and enforce policies that ban text messaging while driving company-owned or -rented vehicles or Government-owned, Government-leased, or Government-rented vehicles, or while driving privately-owned vehicles when on official Government business or when performing any work for or on behalf of the Government. Recipients and subrecipients are also encouraged to conduct initiatives of the type described in section 3(a) of this order.
48. Pursuant to EO 12928, Promoting Procurement with Small Businesses Owned and Controlled by Socially and Economically Disadvantaged Individuals, historically black colleges and universities, and minority institutions, September 16, 1994, the Subrecipient and its subrecipients are 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.
49. As clarified by EO 13166, Improving Access to Services for Persons with Limited English Proficiency, 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 of the Civil Rights Act of 1964 (Pub. L. 88-352, as amended), Subrecipients and their subrecipients must take reasonable steps to ensure that LEP persons have meaningful access to programs in accordance with DOL’s Revised Guidance to Federal Financial Assistance Recipients Regarding the Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons (68FR32290, May 29, 2003). Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. Subrecipients and their subrecipients are encouraged to consider the need for language services for LEP persons served or encountered both in developing

budgets and in conducting programs and activities. For assistance and information regarding your LEP obligations, go to <http://lep.gov>.

50. The Subrecipient assures that it and its subrecipients shall comply with DOL Training and Guidance Letter 37-14, Update on Complying with Nondiscrimination Requirements: Discrimination Based on Gender Identity, Gender Expression and Sex Stereotyping are Prohibited Forms of Sex Discrimination in the Workforce Development System (May 29, 2015), which prohibits discrimination based on gender identity, gender expression, and sex stereotyping.
51. The Subrecipient and its subrecipients shall comply with The Architectural Barriers Act of 1968, 42 U.S.C. 4151 et seq., as amended, the Federal Property Management Regulations (41 CFR 102-76), and the Uniform Federal Accessibility Standards issued by GSA (see 36 CFR 1191, Appendixes C and D) set forth requirements to make facilities accessible to, and usable by, the physically handicapped and include minimum design standards. All new facilities designed or constricted with grant support must comply with these requirements. In addition, facility signage for persons with disabilities must conform with the U.S. Department of Justice's ADA Standards for Accessible Design, pursuant to 29 CFR 38.15, as proposed.
52. Pursuant to 15 U.S.C. 2225a, Fire Prevention and Control, Review, the Subrecipient and its subrecipients must ensure that all space for conferences, meetings, conventions or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act of 1990 (Pub.Law 101-391, as amended). Subrecipients and their recipients may search the Hotel Motel National Master List at <https://apps.usfa.fema.gov/hotel/> to see if a property is in compliance, or to find other information about the Act.
53. The Subrecipient assures that it and its subrecipients shall comply with the Jobs for Veterans Act (JVA; Pub. L. 107-288 (38 USC 4215), as implemented by 20 CFR Part 1010, and DOL Training and Guidance Letter No. 10-09, "Implementing Priority of Service for Veterans and Eligible Spouses in all Qualified Job Training Programs Funded in whole or in part by the U.S. Department of Labor," November 10, 2009. The JVA requires recipients to provide priority of service to veterans and spouses of certain veterans for the receipt of employment, training, and placement services in any job training program directly funded, in whole or in part, by DOL. The regulations implementing this priority of service can be found at 20 CFR part 1010. In circumstances where a grant recipient must choose between two qualified candidates for a service, one of whom is a veteran or eligible spouse, the veterans priority of service provisions require that the grant recipient give the veteran or eligible spouse priority of service by first providing him or her that service. To obtain priority of service a veteran or spouse must meet the program's eligibility requirements. Recipients must comply with DOL guidance on veterans' priority. ETA's Training and Employment Guidance Letter (TEGL) No. 10-09 (issued November 10, 2009) provides guidance on implementing priority of service for veterans and eligible spouses in all qualified job training programs funded in whole or in part by DOL.

54. The Subrecipient assures that it and its subrecipients shall comply with 285.530 RSMo, “Employment of unauthorized aliens prohibited—federal work authorization program, requirements for participation in—liability of contractors and subcontractors.”
- Pursuant to section 285.530.2 RSMo, the Subrecipient shall maintain enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the contracted services included herein.
 - Pursuant to section 285.530.1, RSMo, neither the Subrecipient nor any subcontractor shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. In accordance with section 285.530.5 RSMo, a general contractor or subcontractor of any tier shall not be liable under sections 285.525 to 285.550 RSMo when such contractor or subcontractor contracts with its direct subcontractor who violates subsection 1 of section 285.530 RSMo, if the contract binding the contractor and subcontractor affirmatively states that:
 - A. the direct subcontractor is not knowingly in violation of subsection 1 of section 285.530 RSMo and
 - B. shall not henceforth be in such violation and
 - C. the contractor or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subcontractor’s employees are lawfully present in the United States.
 - The Exhibit II E-Verify documents shall be completed and returned to the Contractor.
55. The Subrecipient assures that it and its subrecipients shall comply with Missouri Governor Executive Order 04-09 (March 17, 2004), which requires vendors to disclose services performed offshore and restricts agencies in awarding contracts to vendors of offshore services. No award of a contract shall be made to a vendor who contemplates performing work pursuant to the contract at a site outside the United States, unless one of the waiver conditions of Executive Order 04-09 is met.
56. By signature of the Annual Agreement, the Subrecipient provides the following Certification regarding Lobbying in accordance with 2 CFR Part 200.450, Lobbying, and 29 CFR 93, New Restrictions on Lobbying, and certifies that to the best of his or her knowledge and belief:
- No federal appropriated funds have been paid or will be paid, by or on behalf of the signatory, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the signatory shall complete and submit Standard Form –LLL “Disclosure of Lobbying Activities”, in accordance with its instructions.
- The signatory shall require that the language of this Certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- This Certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this Certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352, Limitation on use of Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions. Any person who fails to file the required Certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

57. By signature of the Annual Agreement, the Subrecipient provides the following Certification regarding a Drug Free Workplace in accordance with the Drug Free Workplace Act of 1988 (Pub. L. 100-690), 41 U.S.C. 8101 et seq., Drug-free Workplace, 2 CFR Part 182, Government-wide Requirements for Drug-free Workplace (Financial Assistance), and 29 CFR Part 94, Government-wide Requirements for Drug-free Workplace (Financial Assistance), and certifies that it will or will continue to provide a drug free workplace by:

- (1) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee’s workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (2) Establishing an ongoing drug-free awareness program to inform employees about:
 - A. The dangers of drug abuse in the workplace;
 - B. The grantee’s policy of maintaining a drug-free workplace;
 - C. Any available drug counseling, rehabilitation, and employee assistance programs;
 - D. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (3) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (1);
- (4) Notifying the employee in the statement required by paragraph (1) that, as a condition of

employment under the grant, the employee will:

- A. Abide by the terms of the statement;
 - B. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (5.) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (4) (B) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number (s) of each affected grant;
- (6.) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (4) (B), with respect to any employee who is so convicted:
- A. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended (Pub. L. 93-112); or
 - B. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (7.) Making a good faith effort to continue to maintain a drug free workplace through implementation of paragraphs (1), (2), (3), (4), (5) and (6).
58. By signature of the Annual Agreement, the Subrecipient provides the following Certification regarding Debarment and Suspension in accordance with 2 CFR Part 180, OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement), and certifies that to the best of his or her knowledge and belief that it and its principals:
- Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - Have not within a three-year period preceding this Annual Agreement been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - Are not presently indicted or otherwise criminally or civilly charged by a government

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entity (Federal, State or local) with commission of any of the offenses enumerated in this certification; and,

- Have not within a three-year period preceding this Annual Agreement had one or more public transactions (Federal, State, or local) terminated for cause or default.

Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall submit an explanation to the Contractor.

59. **NONDISCRIMINATION & EQUAL OPPORTUNITY ASSURANCE:**

Note: This particular assurance (portions which are duplicated elsewhere in other assurances) is applicable to the extent that the program activities are conducted as part of the One Stop Delivery System (See 29 CFR 38.2).

As a condition to the award of financial assistance from the Department of Labor under Title I of WIOA, the Subrecipient assures that it and its subrecipients shall comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

- (1.) Section 188 of the Workforce Innovation and Opportunity Act of 2014 (WIOA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation, or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIOA financially assisted program or activity;
- (2.) Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352, as amended), which prohibits discrimination on the basis of race, color, religion, or national origin;
- (3.) Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112, as amended), which prohibits discrimination against qualified individuals with disabilities;
- (4.) The Age Discrimination Act of 1975, (Pub. L. 94-135, as amended), which prohibits discrimination on the basis of age; and
- (5.) Title IX of the Education Amendments of 1972 (Pub L. 92-318, as amended), which prohibits discrimination on the basis of sex in educational programs.

The Subrecipient and its subrecipients also assure that it shall comply with 29 CFR Part 38, and all other regulations implementing the laws listed above. This assurance applies to the Subrecipient's operation of WIOA financially assisted program or activity, and to all agreements the Subrecipient makes to carry out the WIOA financially assisted program or activity. The Subrecipient understands that the United States has the right to seek judicial enforcement of this assurance.

EXHIBIT II
BUSINESS ENTITY CERTIFICATION, ENROLLMENT DOCUMENTATION,
AND AFFIDAVIT OF WORK AUTHORIZATION

BUSINESS ENTITY CERTIFICATION:

The contracting agency must certify their current business status by completing either Box A or Box B or Box C on this Exhibit.

- BOX A:** To be completed by a non-business entity as defined below.
- BOX B:** To be completed by a business entity who has not yet completed and submitted documentation pertaining to the federal work authorization program as described at http://www.dhs.gov/files/programs/gc_1185221678150.shtm.
- BOX C:** To be completed by a business entity who has current work authorization documentation on file with a Missouri state agency including Division of Purchasing and Materials Management.

Business entity, as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, is any person or group of persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood. The term “**business entity**” shall include but not be limited to self-employed individuals, partnerships, corporations, contractors, and subcontractors. The term “**business entity**” shall include any business entity that possesses a business permit, license, or tax certificate issued by the state, any business entity that is exempt by law from obtaining such a business permit, and any business entity that is operating unlawfully without such a business permit. The term “**business entity**” shall not include a self-employed individual with no employees or entities utilizing the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

Note: Regarding governmental entities, business entity includes Missouri schools, Missouri universities (other than stated in Box C), out of state agencies, out of state schools, out of state universities, and political subdivisions. A business entity does not include Missouri state agencies and federal government entities.

BOX A – CURRENTLY NOT A BUSINESS ENTITY

I certify that _____ (Company/Individual Name) **DOES NOT CURRENTLY MEET** the definition of a business entity, as defined in section 285.525, RSMo pertaining to section 285.530, RSMo as stated above, because: (check the applicable business status that applies below)

- I am a self-employed individual with no employees; **OR**
- The company that I represent employs the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

I certify that I am not an alien unlawfully present in the United States and if _____ (Company/Individual Name) is awarded a contract for the services requested herein under _____ (Bid/SFS/Contract Number) and if the business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, then, prior to the performance of any services as a business entity, _____(Company/Individual Name) agrees to complete Box B, comply with the requirements stated in Box B and provide the Division of Workforce Development with all documentation required in Box B of this exhibit.

Authorized Representative’s Name (Please Print)

Authorized Representative’s Signature

Company Name (if applicable)

Date

EXHIBIT II, continued

(Complete the following if you DO NOT have the E-Verify documentation and a current Affidavit of Work Authorization already on file with the State of Missouri. If completing Box B, do not complete Box C.)

BOX B – CURRENT BUSINESS ENTITY STATUS

I certify that _____ (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530.

Authorized Business Entity Representative's
Name (Please Print)

Authorized Business Entity
Representative's Signature

Business Entity Name

Date

E-Mail Address

As a business entity, the bidder/contractor must perform/provide each of the following. The bidder/contractor should check each to verify completion/submission of all of the following:

- Enroll and participate in the E-Verify federal work authorization program (Website: http://www.dhs.gov/files/programs/gc_1185221678150.shtm; Phone: 888-464-4218; Email: e-verify@dhs.gov) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND
- Provide documentation affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program. Documentation shall include EITHER the E-Verify Employment Eligibility Verification page listing the bidder's/contractor's name and company ID OR a page from the E-Verify Memorandum of Understanding (MOU) listing the bidder's/contractor's name and the MOU signature page completed and signed, at minimum, by the bidder/contractor and the Department of Homeland Security – Verification Division. If the signature page of the MOU lists the bidder's/contractor's name and company ID, then no additional pages of the MOU must be submitted; AND
- Submit a completed, notarized Affidavit of Work Authorization provided on the next page of this Exhibit.

EXHIBIT II, continued

AFFIDAVIT OF WORK AUTHORIZATION:

The contracting agency who meets the section 285.525, RSMo, definition of a business entity must complete and return the following Affidavit of Work Authorization.

Comes now _____ (Name of Business Entity Authorized Representative) as _____ (Position/Title) first being duly sworn on my oath, affirm _____ (Business Entity Name) is enrolled and will continue to participate in the E-Verify federal work authorization program with respect to employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State of Missouri for the duration of the contract(s), if awarded in accordance with subsection 2 of section 285.530, RSMo. I also affirm that _____ (Business Entity Name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services provided under the contract(s) for the duration of the contract(s), if awarded.

In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)

Authorized Representative's Signature

Printed Name

Title

Date

E-Mail Address

E-Verify Company ID Number

Subscribed and sworn to before me this _____ of _____. I am
(DAY) (MONTH, YEAR)
commissioned as a notary public within the County of _____, State of
(NAME OF COUNTY)
_____, and my commission expires on _____.
(NAME OF STATE) (DATE)

Signature of Notary

Date

EXHIBIT II, continued

(Complete the following if you have the E-Verify documentation and a current Affidavit of Work Authorization already on file with the State of Missouri. If completing Box C, do not complete Box B.)

BOX C – AFFIDAVIT ON FILE - CURRENT BUSINESS ENTITY STATUS

I certify that _____ (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, and have enrolled and currently participates in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State of Missouri. We have previously provided documentation to a Missouri state agency or public university that affirms enrollment and participation in the E-Verify federal work authorization program. The documentation that was previously provided included the following.

- ✓ The E-Verify Employment Eligibility Verification page OR a page from the E-Verify Memorandum of Understanding (MOU) listing the bidder's/contractor's name and the MOU signature page completed and signed by the bidder/contractor and the Department of Homeland Security – Verification Division
- ✓ A current, notarized Affidavit of Work Authorization (must be completed, signed, and notarized within the past twelve months).

Name of **Missouri State Agency** or **Public University*** to Which Previous E-Verify Documentation Submitted: _____

(*Public University includes the following five schools under chapter 34, RSMo: Harris-Stowe State University – St. Louis; Missouri Southern State University – Joplin; Missouri Western State University – St. Joseph; Northwest Missouri State University – Maryville; Southeast Missouri State University – Cape Girardeau.)

Date of Previous E-Verify Documentation Submission: _____

Previous **Bid/Contract Number** for Which Previous E-Verify Documentation Submitted: _____

(if known)

Authorized Business Entity Representative's
Name (Please Print)

Authorized Business Entity
Representative's Signature

E-Verify MOU Company ID Number

E-Mail Address

Business Entity Name

Date

FOR STATE USE ONLY

Documentation Verification Completed By:

Buyer

Date

MEMORANDUM

TO: County Council Chair and Councilmembers

FROM: Scott J. Drachnik, Director of Workforce & Business Development

RE: Requesting Introduction of MoDWD's Revised PY16 Annual Agreement and PY17 Annual Agreement with St. Charles County

DATE: 31 March 2017

County Council Chair and Councilmembers:

We are requesting your introduction and passage of the Missouri Department of Workforce Development (MoDWD)'s Workforce Innovation and Opportunity Act (WIOA) Revised PY16 Annual Agreement with St. Charles County that is in effect from 1 April 2016 to 30 June 2018 along with the MoDWD WIOA PY17 Annual Agreement with the County effective 1 April 2017 to 30 June 2019.

Federal grants disbursed through MoDWD in the form of subsequent Notice of Obligation (NOO) to St. Charles County allow our department to continue its successful operation of workforce programs through the Missouri Job Center of St. Charles County.

The revised PY16 agreement reflects changes in contract language the State is implementing as part of its continued adherence to WIOA. Both the PY16 and PY17 annual agreements have been reviewed by our departmental staff as well as our Associate County Counselor Rory O'Sullivan.

If you have any questions regarding either agreement, please feel free to reach me at my office extension of 6030 or at sdrachnik@sccmo.org, or Associate County Counselor Rory O'Sullivan at office extension 3787 or rosullivan@sccmo.org

Thank you for your consideration.

Sincerely,



Scott J. Drachnik
Director of Workforce & Business Development
CC: Steve Ehlmann, County Executive
Joann Leykam, Director of Administration
Bob Schnur, Director of Finance

St. Charles County and its Workforce Development Department are equal opportunity employers/programs. Auxiliary aids and services are available upon request to individuals with disabilities. All voice telephone numbers listed may be reached by persons using TTY/TDD equipment via the Missouri Relay Service at 711.