

**WORKFORCE INNOVATION AND OPPORTUNITY ACT**  
**(Authorized under Public Law 113-128)**

**GRANT SIGNATURE SHEET**

Funded Under Title: WIOA Grant#: 22M103Q1-UWB  
 Modification #: Original

**WORKFORCE AREA**

**Upstate Workforce Board**

**GRANTEE NAME AND ADDRESS**

**Spartanburg County**  
**P. O. Box 5666**  
**Spartanburg, SC 29304**  
**Tel #: (864) 596-2528**

Spartanburg County, hereinafter called the Administrative Entity, having entered into an Agreement with the Upstate Workforce Investment Board in South Carolina to administer funds received pursuant to Title I of the Workforce Innovation and Opportunity Act, hereinafter referred to as WIOA or the Act, will implement this part of the program. The Grant consists of the Signature Sheet, Program Work Statement, Contract Budget and Terms and Conditions

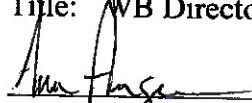
- A. **Type of Grant** Cost Reimbursement,  
 B. **Grant Period** July 1, 2022 to June 30, 2023  
 C. **Modification** Original  
 D. **Effective Date** July 1, 2022  
 E. **Grant Amount by Category** – 100% of this grant is provided by Federal funding.

**Amount by Category –**

FUNDING STREAM	ADMINISTRATION	PROGRAM	TOTALS
WIOA Dislocated Worker	\$75,647.00	\$114,127.00	\$189,774.00
WIOA Youth	\$60,386.00	\$77,676.00	\$138,062.00
WIOA Adult	\$57,868.00	\$87,298.00	\$145,166.00
<b>WIOA TOTAL</b>			<b>\$473,002.00</b>

**Grant Review & Approval Recommended By:**

Name: Sylvia 'Ann' Angermeier  
 Title: WB Director

  
 Signature

6-9-22  
 Date

**Grantee Approval:**

Name: B. Cole Alverson  
 Title: County Administrator

  
 Signature

6-14-22  
 Date

**PART 1**  
**STATEMENT OF WORK**  
**SPARTANBURG COUNTY**  
**UPSTATE WORKFORCE INVESTMENT AREA**  
**PROGRAM YEAR 2022**

**1.0 Purpose**

- 1.0.1 The Upstate Workforce Board has entered into a WB/LEO Agreement for the purpose of designating an entity to administer funds received pursuant to the Workforce Innovation and Opportunity Act.
- 1.0.2 This agreement incorporated by reference, designates Spartanburg County as the Administrative Entity for the Upstate Workforce Investment Area beginning April 17, 2003.
- 1.0.3 The funds provided through this Grant Agreement will be utilized to provide Administrative staff and appropriate operational costs associated with the administration of the Upstate Workforce Investment Area, and staff and WB developmental training and travel.

**2.0 Functions**

- 2.0.1 Specific activities of the staff housed under the Administrative Entity will be as follows:
  - a. Provide information and training to the Workforce Board to assist the Board in their oversight of WIOA.
  - b. Prepare the Request for Proposals for review, approval and final issuance by the Workforce Board.
  - c. Execute grants approved by the Workforce Board in compliance with approved WB funding limitations and performance requirements.
  - d. Insure the technical quality and legality of all grant agreements entered into on behalf of the Workforce Board.
  - e. Manage all financial aspects of the WIOA grants including review and compilation of grantee monthly financial reports or fixed price invoices.
  - f. Distribute funds to approved grantees in compliance with all federal, state and local policies and regulations.
  - g. Manage and facilitate the data system for the Workforce Investment Area in coordination with the State Administrative Department.

- h. Monitor and evaluate all activities funded under the Upstate Workforce Board to insure compliance with the Act and the provisions of each individual grant.
- i. Provide technical assistance to Workforce Investment Area grantees that are experiencing difficulty in meeting grant goals or specifications.
- j. Provide technical information to the Workforce Board on a quarterly basis or as required by the WB.
- k. Procure necessary audits for grantees to insure that activities funded under the Act are audited a minimum of once every two years.
- l. Other duties as assigned by the Workforce Board.
- m. Arrange meetings, prepare and publicize agenda.
- n. Work with the various WIOA grantees to gather and provide performance information to the WB.
- o. Serve as a liaison between the WB and elected officials of the counties represented by the Workforce Investment Area.
- p. Work closely with other staff in coordinating matters relating to WB activities.
- q. Provide youth services through two WIOA youth funded programs.
- r. Perform other related work as directed by the needs of the WB.

2.0.2 Other planned activities of the WB under this agreement:

- a. Attendance of WB members at training and informational conferences;
- b. Administrative support for WB meetings and conferences;
- c. Advertising WB and WIOA activities within the Workforce Investment Area;
- d. Labor Market Research; and
- e. Other special projects as deemed appropriate by the WB.

3.0 **Monitoring**

- 3.0.1 All forms, documents and information pertinent to this grant or mentioned herein will be made available upon request and is subject to review at any time.

#### **4.0 Staffing/Job Descriptions**

- 4.0.1 Job descriptions for each position funded in whole or in part under this agreement. These job descriptions will be maintained on file with the Grantee in a central file.

#### **5.0 Grant Funding and Modification**

- 5.0.1 The Workforce Board will establish the amount of this Grant. Any change in this agreement, or documents, as a part thereof can be included as a part of this Grant only by means of official action by the Workforce Board and its Executive Director.
- 5.0.2 The amount of this Grant may increase with the approval of both parties. If the Workforce Investment Area has funds available and it is determined by the Workforce Board to be in the best interest of the Workforce Investment Area to increase the amount of the Grant.
- 5.0.3 Grants will be closed-out within 45 days from the end of the grant period. All invoices for payment of expenditures must be submitted prior to or enclosed with the closeout package. Invoices submitted after the grant closeout will not be paid.

**UPSTATE WORKFORCE AREA  
GRANT BUDGET SUMMARY**

<b>Service Provider</b>	<u>Upstate WB</u>	<b>Contract #:</b>	<u>22M103Q1-UWB</u>
		<b>Modification #:</b>	<u>Original</u>
<b>Project/Activity</b>	<u>WB Office</u>	<b>Funding Source:</b>	<u>WIOA</u>

	<b>PY21 Budget</b>	<b>PY22 Budget</b>	<b>% Change</b>
Staff Salaries & Fringe Cushion	\$261,456.00	\$256,127.00	-2.04%
FICA	\$20,001.00	\$19,594.00	-2.03%
Workers Compensation	\$714.00	\$699.00	-2.10%
Insurance	\$32,000.00	\$31,233.00	-2.40%
State Retirement	\$43,297.00	\$44,976.00	3.88%
Indirect Cost	\$35,747.00	\$37,978.00	6.24%
Dues-Professional	\$8,050.00	\$8,050.00	0.00%
Mileage	\$1,553.00	\$2,461.00	58.47%
Professional Development	\$9,250.00	\$9,250.00	0.00%
Office Supplies & Expense	\$6,000.00	\$6,000.00	0.00%
Travel Expense	\$0.00	\$0.00	0.00%
Outreach	\$2,500.00	\$2,500.00	0.00%
Printing	\$1,600.00	\$700.00	-56.25%
Postage	\$50.00	\$50.00	0.00%
Rent - Spartanburg (WIB)	\$18,084.00	\$18,084.00	0.00%
Consulting Services	\$21,000.00	\$21,000.00	0.00%
Vehicle Leases	\$0.00	\$0.00	0.00%
Vehicle Manpower/Overhead	\$500.00	\$500.00	0.00%
Vehicle Parts	\$1,000.00	\$750.00	-25.00%
Vehicle - Fuel, Oil, Lub	\$1,000.00	\$1,250.00	25.00%
Telephone/Fax	\$5,000.00	\$5,600.00	12.00%
Miscellaneous Expense	\$600.00	\$600.00	0.00%
Special Projects	\$600.00	\$600.00	0.00%
Computers/Software	\$3,000.00	\$5,000.00	66.67%
Miscellaneous Equipment	\$0.00	\$0.00	0.00%
<b>TOTAL GRANT COST</b>	<b>\$473,002.00</b>	<b>\$473,002.00</b>	<b>0.00%</b>

**BUDGET WB OFFICE**  
22M103Q1-UWB Original

ACCOUNT	ACCOUNT #	Charge to Adult Admin	Charge to Adult Program	Charge to Dislocated Worker Admin	Charge to Dislocated Worker Program	Charge to Youth Admin	Charge to Youth Program
Salaries/Fringe Cushion	\$ 256,127	\$35,051	\$51,821	\$40,273	\$60,717	\$39,595	\$28,670
FICA	\$ 19,594	\$2,681	\$3,964	\$3,081	\$4,645	\$3,029	\$2,194
Workers Compensation	\$ 699	\$96	\$141	\$110	\$166	\$108	\$78
Insurance	\$ 31,233	\$4,274	\$6,319	\$4,911	\$7,404	\$4,829	\$3,496
State Retirement	\$ 44,976	\$6,155	\$9,100	\$7,072	\$10,661	\$6,953	\$5,035
Indirect Cost	\$ 37,978	\$5,197	\$7,684	\$5,972	\$9,003	\$5,872	\$4,250
Dues-Professional	\$ 8,050	\$563	\$0	\$2,737	\$1,942	\$0	\$2,808
Mileage	\$ 2,461	\$0	\$0	\$1,413	\$594	\$0	\$454
Professional Development	\$ 9,250	\$0	\$0	\$0	\$3,083	\$0	\$6,167
Office Supplies & Expense	\$ 6,000	\$1,333	\$0	\$1,333	\$667	\$0	\$2,667
Copier Expense	\$ -	\$0	\$0	\$0	\$0	\$0	\$0
Outreach	\$ 2,500	\$0	\$0	\$0	\$883	\$0	\$1,617
Printing	\$ 700	\$0	\$0	\$352	\$143	\$0	\$205
Postage	\$ 50	\$0	\$0	\$0	\$0	\$0	\$50
Rent - Spartanburg (WIB)	\$ 18,084	\$2,212	\$808	\$2,892	\$4,364	\$0	\$7,808
Consulting Services	\$ 21,000	\$0	\$7,000	\$0	\$7,000	\$0	\$7,000
Vehicle Leases	\$ -	\$0	\$0	\$0	\$0	\$0	\$0
Vehicle Manpower/Overhead	\$ 500	\$61	\$92	\$80	\$121	\$0	\$146
Vehicle Parts	\$ 750	\$92	\$138	\$120	\$181	\$0	\$219
Vehicle - Fuel, Oil, Lub	\$ 1,250	\$153	\$231	\$200	\$302	\$0	\$364
Telephone/Fax	\$ 5,600	\$0	\$0	\$1,913	\$1,351	\$0	\$2,336
Miscellaneous Expense	\$ 600	\$0	\$0	\$344	\$0	\$0	\$256
Special Projects	\$ 600	\$0	\$0	\$344	\$0	\$0	\$256
Computers/Software	\$ 5,000	\$0	\$0	\$2,500	\$900	\$0	\$1,600
Miscellaneous Equipment	\$ -	\$0	\$0	\$0	\$0	\$0	\$0
<b>Totals WB Office</b>	<b>\$ 473,002</b>	<b>\$57,868</b>	<b>\$87,298</b>	<b>\$75,647</b>	<b>\$114,127</b>	<b>\$60,386</b>	<b>\$77,676</b>

Includes \$2,714.70 to cover for Resiliency grants

**PART III  
TERMS AND CONDITIONS**

**3.0 LEGAL AUTHORITY**

- 3.0.1** The persons signing this Grant Agreement on behalf of the parties warrant and guarantee their full authorization to execute the Grant Agreement and to legally bind the parties to all terms, performance requirements, and provisions as set forth below.

**3.1 AWARDING ENTITY**

- 3.1.1** As the awarding entity, the Department of Employment and Workforce (DEW), has the following oversight responsibilities:
- Providing technical assistance, as requested by the Grantee or deemed necessary by DEW;
  - Conducting programmatic and financial monitoring of the Grant project;
  - Ensuring compliance with WIOA Public Law 113-128 and implementing Federal regulations, the OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200), as well as any other Federal or State laws, regulations and policies applicable to the Grant Agreement;
  - Disbursing funds to the Grantee to pay for allowable expenses or services provided in accordance with applicable State and Federal laws upon receipt of proper supporting documentation of disbursement amounts previously drawn down; and
  - Evaluating the Grantee against specific deliverables, performance, and reporting requirements as outlined in the Grant Agreement's Statement of Work.

**3.2 FINANCIAL SYSTEM AND REPORTING**

- 3.2.1** The Grantee is responsible for developing and implementing procedures and standards for reporting financial, programmatic, and customer information in the required timeframes and using the systems and formats specified by DEW. Documentation of these procedures shall be maintained by the Grantee for the duration of the grant until grant closeout.
- 3.2.2** The Grantee shall maintain fiscal records and supporting documentation for all expenditures of funds under the Grant Agreement. The Grantee must provide adequate, qualified staff to prepare required reports. Proper internal controls are required to ensure separation of duties.
- 3.2.3** Costs incurred by the Grantee prior to the start date specified in the Grant Agreement are incurred at the Grantee's own expense. Prior authorization for pre-award spending must be obtained from DEW and the US Department of Labor before any costs are incurred.



- 3.2.4** Payment by DEW of Indirect Costs Incurred requires the Grantee to submit its approved Indirect Cost Rate or Acceptance of Certification of Indirect Costs from its cognizant agency upon receipt. If DEW is the cognizant agency for the grant recipient, an Indirect Cost Rate proposal must be submitted to DEW no later than 180 days after the June 30 fiscal year end. Failure to do so may result in the disallowance of indirect costs. DEW may either disallow all indirect costs or establish a rate based upon audited historical data or such other data that have been furnished to DEW for indirect costs. (2 CFR Part 200.415(b)(2))
- 3.2.5** The Grantee is required to submit a Financial Status Report (FSR) on a monthly basis, regardless of whether any expenditures have accrued during the month. Reports must be submitted no later than the 20<sup>th</sup> of the following month. Expenditure data is reported cumulatively through the end of each reporting period on an accrual basis.
- 3.2.6** A Request for Payment (RFP) must be submitted each time the Grantee wishes to draw down funds, along with proper supporting documentation of disbursements previously drawn down. The Grantee may be required by DEW to provide additional supporting documentation as outlined in the Grant Agreement's Statement of Work. The Grantee may request funds in advance to cover upcoming cash expenditures and accruals to be paid within a short period of receipt of funds (usually within three (3) business days). The Grantee's cash needs must be projected to ensure that funds are received as close as possible to the time of actual disbursement in accordance with 2 CFR Part 200.305. Cash on hand should be limited to the amount needed for immediate disbursement.
- 3.2.7** The Grantee will submit a complete Grant Closeout Report to DEW no later than sixty (60) calendar days after the grant end date. DEW will supply the closeout forms and instructions prior to grant expiration.

### **3.3** RECORDKEEPING

- 3.3.1** DEW, and any of its authorized representatives, must have timely and reasonable access to all Grantee records and personnel related to the Grant Agreement for the purpose of inspection, investigation, monitoring, auditing, evaluation, interview, and discussion. Further, DEW and any of its authorized representatives, have the right to copy all records pertaining to the Grant Agreement.
- 3.3.2** The Grantee shall comply with requirements for custody and retention of records as set forth in 2 CFR Part 200, as applicable. Records must be retained for no less than three years after submittal of the Grant Agreement closeout to DEW or the last request for grant records during an audit, whichever is most recent. If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken (2 CFR Part 200.333).

**3.3.3** The Grantee assures it will comply with Federal and State laws and guidelines for the handling and protection of Personally Identifiable Information, including but not limited to 2 CFR Part 200.79 and US Department of Labor Training and Employment Guidance Letter 39-11, *Guidance on the Handling and Protection of Personally Identifiable Information (PII)*, located at [https://wdr.doleta.gov/directives/corr\\_doc.cfm?DOCN=7872](https://wdr.doleta.gov/directives/corr_doc.cfm?DOCN=7872).

**3.3.4** The Grantee agrees to maintain the confidentiality of any information that identifies or may be used to identify any grant and benefit participants. The Grantee shall not disclose or re-disclose any employer or personally identifying information of the subject of the information unless permitted by law.

**3.3.5** All releases of information shall be in accordance with State and Federal law, regulations and guidelines, including but not limited to S.C. Code Ann. § 41-29-160; the Family Privacy and Protection Act (S.C. Code Ann. § 30-2-10 et al), 20 CFR 603, and IRS Publication 1075.

### **3.4** PROCUREMENT

**3.4.1** The Grantee must have written procedures for procurement transactions that comply with State regulations. Procedures may reflect applicable local laws and regulations, provided they conform to applicable Federal law and the standards identified in 2 CFR Parts 200.318 through 200.326.

**3.4.2** Procurement standards must ensure fiscal accountability and prevent waste, fraud, and abuse. The Grantee will conduct procurement in a manner that provides full and open competition consistent with the standards of 2 C.F.R Part 200.319.

### **3.5** ADDITIONAL CONDITIONS AND ENFORCEMENT

**3.5.1** The Grantee acknowledges and accepts that special additional conditions may be unilaterally imposed by DEW in accordance with 2 CFR 200.207. Such conditions may be imposed if the Grantee demonstrates one or more of the following conditions:

- a history of unsatisfactory performance;
- financial instability;
- management system(s) that do not meet standards prescribed in 2 CFR 200.300 et seq.;
- noncompliance with terms and conditions of previous Federal awards or subawards;
- absence of responsibility disclosed as a result of ongoing evaluation of risk by DEW conducted in accordance with 2 CFR 200.331(b);
- reports and findings from audits performed under 2 CFR Subpart F – Audit Requirements of this part or the reports and findings of any other available audits; and/or
- inability to effectively implement statutory, regulatory, or other requirements.

**3.5.2 If DEW determines that a grant award will be made or continued, special provisions shall address the condition identified and shall be included in the award. Such provisions may include but are not limited to:**

- **requiring payments on a reimbursement basis;**
- **withholding authority to proceed to the next phase until receipt of evidence of acceptable performance within a given period of performance;**
- **requiring additional, more detailed financial reports;**
- **requiring additional project monitoring;**
- **requiring the Grantee to obtain technical or management assistance and to implement corrective actions; and/or**
- **establishing additional prior approval.**

**DEW will notify the Grantee regarding the nature and reason for implementing any of the above special provisions.**

**3.5.3 Failure to comply with any provision of the Grant Agreement, or any applicable law or regulation, may subject the Grantee to additional enforcement actions that are determined by DEW to be appropriate under the circumstances. Such enforcement actions include but may not be limited to:**

- **requiring special award provisions as stated above;**
- **temporarily withholding cash payments pending correction of identified deficiencies, as identified in 2 CFR 200.338;**
- **disallowing cost (and, if appropriate, applicable matching credit) for any claim or action made that is not in compliance and require appropriate repayment or financial adjustment;**
- **suspending the grant award, in whole or in part, pending corrective action;**
- **terminating the grant award, in whole or in part;**
- **withholding further awards for the project or program;**
- **recommending to appropriate Federal officials that suspension or debarment proceedings be initiated as authorized under 2 CFR 180; and/or**
- **taking other remedies that may be legally available. (See 2 CFR 200.338.)**

**3.5.4 The Grant Agreement may be immediately terminated by DEW in whole or in part for cause or noncompliance whenever such non-compliance is material and termination is in the best interest of the Grantee, DEW, or the US Department of Labor.**

**3.5.5 Appeals regarding monitoring findings and/or enforcement actions may be appealed as follows:**

- 1. Within 14 days of receipt of the final monitoring determination or notice of enforcement action, a written appeal may be made to the Executive Director of DEW.**
- 2. The Executive Director will issue a written decision within 30 days.**
- 3. If dissatisfied with the decision, a written appeal may be made to the State Workforce Development Board (SWDB) within 14 days of receipt of decision.**

4. The Chair will designate the Executive Committee or an Ad Hoc Committee of at least five SWDB members to hear the appeal.
5. The SWDB will hear the appeal and render a decision within 60 days.
6. The Grantee will be notified in writing of the SWDB's decision within 20 days.

**3.5.6 Appeal requests made to the SWDB must be submitted in writing as follows:**

South Carolina Department of Employment and Workforce  
Attn: Appeals, State Workforce Development Board  
1550 Gadsden Street  
Columbia, SC 29201

**3.6 CHANGES AND AMENDMENTS**

- 3.6.1 Any alterations, additions, or deletions to the terms of the Grant Agreement which are required by changes in Federal or State law or regulations are automatically incorporated into the Grant Agreement without written amendment, and shall become effective on the date designated by such law or regulation.
- 3.6.2 Alterations, additions, deletions, or extensions to the terms of the Grant Agreement must be modified in writing and executed by both Parties. Any other attempted changes, including oral modifications, shall be invalid.
- 3.6.3 To ensure effective performance under the Grant Agreement, the Parties agree that DEW may amend requirements in writing during the grant period to interpret or clarify a change in Federal or State law, rules or regulations.

**3.7 ASSURANCES**

- 3.7.1 **EQUAL OPPORTUNITY ASSURANCES:** As a condition to the award of financial assistance from the US Department of Labor under Title I of WIOA, the Grantee assures that it is aware of and has the ability to comply with the nondiscrimination and equal opportunity provisions of the following laws and will remain in compliance for the duration of the award of federal financial assistance. These laws include, but are not limited to:
  - A. *Section 188 of the Workforce Innovation and Opportunity Act (WIOA)*, which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, or political affiliation or belief, or against beneficiaries on the basis of either citizenship status or participation in any WIOA Title I-financially assisted program or activity;

- B. *Title VI of the Civil Rights Act of 1964, as amended*, which prohibits discrimination on the bases of race, color, and national origin;
- C. *Title IX of the Education Amendments Act of 1972*, which prohibits discrimination on the basis of sex in educational programs;
- D. *Section 504 of the Rehabilitation Act*, which prohibits discrimination against qualified individuals with disabilities;
- E. *The Age Discrimination Act of 1975, as amended*, which prohibits discrimination on the basis of age; and
- F. *The South Carolina Pregnancy Accommodations Act*, which protects employees and applicants who have medical needs arising from pregnancy, childbirth, or related medical conditions.
- G. The Grantee also assures that, as a recipient of WIOA Title I financial assistance, it will comply with 29 CFR part 38 and all other regulations implementing the laws listed above. This assurance applies to the Grantee's operation of the WIOA Title I-financially assisted program or activity, and to all agreements the grant applicant makes to carry out the WIOA Title I-financially assisted program or activity. The Grantee understands that the United States has the right to seek judicial enforcement of this assurance.

**3.7.2 ADDITIONAL ASSURANCES:** The Grantee additionally assures that it is aware of and will comply with the following:

- A. *Jobs for Veterans Act (38 U.S.C. §4215)*, which 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 the US Department of Labor. To obtain priority of service, a veteran or spouse must meet the program's eligibility requirements. US Department of Labor Training and Employment Guidance Letter 10-09 provides further guidance and can be found at [https://wdr.doleta.gov/directives/corr\\_doc.cfm?DOCN=2816](https://wdr.doleta.gov/directives/corr_doc.cfm?DOCN=2816);
- B. *P.L. 113-114, Division E, Title VII, Section 743*, which prohibits an entity receiving Federal funds from requiring 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;

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

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

- D. **Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency (LEP)"**, which requires that recipients of Federal financial assistance ensure that programs and activities provided in English are accessible to LEP persons and thus do not discriminate on the basis of national origin;
- E. **Executive Order 13333**, which establishes this agreement may be terminated without penalty, if the Grantee or any subgrantee 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 is in effect; (iii) the use of forced labor in the performance of the grant; or (iv) acts that directly support or advance trafficking in persons. (22 U.S.C. §7104(g));
- F. **Buy American Notice Requirement**, which provides that in the case of any equipment or product that may be authorized to be purchased with financial assistance provided using funds available under WIOA, entities receiving the assistance should, in expending the assistance, purchase only American-made equipment and products, as required by the Buy American Act (41 U.S.C. §10a et seq.);
- G. **Executive Order 13043 Increasing Seat Belt Use in the United States (April 16, 1997)**, which provides that recipients of Federal funds are encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating vehicles, whether organizationally owned or rented or personally owned;
- H. **Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving (October 1, 2009)**, which provides that recipients of Federal funds are encouraged to adopt and enforce policies that ban text messaging while driving company-owned or rented vehicles, 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, and to conduct initiatives of the type described in section 3(a) of the Executive Order;

- I. ***Special Requirements for Conferences and Conference Space.*** Conferences sponsored in whole or in part by the recipient of Federal awards are allowable if the conference is necessary and reasonable for successful performance of the Federal Award. Recipients are urged to use discretion and judgment to ensure that all conference costs charged to the grant are appropriate and allowable. For more information on the requirements and allowability of costs associated with conferences, refer to 2 CFR Part 200.432;

### **3.8 CERTIFICATIONS**

#### **3.8.1 Lobbying (2 CFR 5200.450)**

- A. No federally appropriated funds have been paid or will be paid, by or on behalf of the Grantee, 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.
- B. If any funds other than federally 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 Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

#### **3.8.2 Debarment, Suspension, and Other Responsibility Matters**

The Grantee agrees to comply with 2 CFR Part 200.213, which states that non-Federal entities and contractors are subject to the non-procurement and debarment and suspension regulations.

#### **3.8.3 Drug-Free Workplace (Public Law 100-690)**

The Grantee agrees to comply with provisions of 41 U.S.C. §702 in providing a drug-free workplace.