CITY OF PHOENIX, ARIZONA
HUMAN SERVICES DEPARTMENT

CONSULTANT NAME

FINANCIAL LITERACY TRAINING AND COACHING

AGREEMENT NO. _____

Pamela M. Smith, Procurement Officer
Human Services Department
200 W. Washington Street, 18th Floor
Phoenix, AZ 85003-1611
pam.smith@phoenix.gov

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PROFESSIONAL SERVICES CONSULTING AGREEMENT
BETWEEN
THE CITY OF PHOENIX
AND
CONSULTANT NAME

This AGREEMENT is made and entered into this 1st day of February 2023, ("the Effective Date"), by and between the City of Phoenix, Arizona, a municipal corporation of the State of Arizona (hereinafter referred to as "City**"**) and Consultant Name, an Entity Information (hereinafter referred to as "Consultant").

It is agreed by and between the parties as follows:

RECITALS

1. The City Manager of the City of Phoenix, Arizona, is authorized by the provisions of the City Charter to execute agreements for professional services.

2. The City desires to obtain the services that are specifically set forth in this Agreement.

3. The City procured these professional services in accordance with the Phoenix City Code and Administrative Regulation 3.10.

4. Consultant possesses the skills and expertise necessary to provide such services as desired by the City.

5. This Agreement is authorized by the City Council Ordinance S-XXXXX, dated February 1, 2023.

NOW, THEREFORE, it is agreed by and between the parties as follows:

1. TERM OF AGREEMENT

1.1. This Agreement begins on the Effective Date in the above introductory paragraph, and upon approval by the City, for a five-year term with no renewal options.

1.2. This Agreement will terminate upon the earliest occurrence of any of the following:

1.2.1. reaching the end of the term exercised as set forth in 1.1;

1.2.2. completing the services set forth in the Scope of Work attached as **Exhibit A – Scope of Work** (the "Services");

1.2.3. payment of the maximum compensation under Paragraph 2 of this Agreement; or

1.2.4. termination pursuant to the provisions of this Agreement.

2. PAYMENT

2.1. The total amount to be remitted by the City to Consultant for all Services satisfactorily performed under this Agreement will not exceed $XXX,000.00 including reasonable and necessary travel expenses, if approved in advance by the City and included in the **Exhibit B – Fee Schedule**. Under this Agreement, the City will pay for Services at the rate(s) specified in the Fee Schedule and that comply with the requirements for Reimbursable Expenses as outlined below, with no additional charges for overhead, benefits, local travel or administrative support. Payments will be made in proportion to the Services performed and no more than 90% of the total contract price will be paid before the work is totally completed and accepted by the City.

2.2. Consultant will submit monthly invoices on or before the **15th** of every month. Each invoice will be accompanied with itemized receipts. The invoice will be submitted free of mathematical errors and/or missing supporting documentation. All appropriate documentation will be provided that supports the charges reflected in the monthly invoice. Upon finding of an error and/or missing documentation, the City will return the invoice to Consultant. Consultant will promptly resubmit the revised invoice to the City. Each revised invoice will document the date that the revised invoice is submitted to the City. Requests for payment must be submitted with documentation of dates and hours worked, hourly rate charged, and a detailed description of the Services performed. Failure of City to identify an error does not waive any of the City's rights.

2.3. Head Start Invoices will be submitted to Daniela Canisales, Administrative Assistant II at: daniela.canisales@phoenix.gov.

Business and Workforce Development invoices will be submitted to Laura Whitehead, Workforce Development Supervisor at: hsd.invoices@phoeix.gov.

2.4. Consultant will demonstrate good judgment when incurring costs that are considered a Reimbursable Expense while conducting business for the City. All Reimbursable Expenses will be reasonable and prudent. Generally, Reimbursable Expenses include:

- Business Expenses: If applicable, receipts for business expenses must be submitted with all requests for payment. Business expenses that require receipts include but are not limited to express mail; delivery services; messenger services; and outside printing.

- Office Expenses: If applicable, requests for reimbursement of office expenses must be submitted with a description of the task, which includes how the expense was incurred. Examples of office expenses

needing documentation include but are not limited to telephone; internal printing /copies (not to exceed 0.15 cents per page for black & white copies); postage; facsimiles (long distance charges only); and supplies.

- Travel Expenses: If applicable, travel expenses must be approved in advance by the City and must be included in the Fee Schedule. Consultant will be held to comply with **Exhibit G – City of Phoenix Administrative Regulation 3.41 – Business, Conference and Training Travel and Related Expenses,** revised January 16, 2020, as it may be amended, as to the eligible and ineligible expenses for reimbursement and required documentation as available on the City's website and incorporated herein as if attached.

3. SCOPE OF WORK, SUPPLEMENTAL TERMS AND CONDITIONS AND WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA) TERMS AND CONDITIONS

Consultant will provide consulting services that will be in accordance with the **Scope of Work** as set forth in **Exhibit A**, which may be supplemented with additional detail from time to time during the term of the Agreement, and that are satisfactory to the City. In performing these services, Consultant will also specifically comply with the applicable **Supplemental Terms and Conditions** that are set forth in **Exhibit E** and the **Workforce Innovation and Opportunity Act (WIOA) Terms and Conditions** when providing services for the Business and Workforce Development Division as set forth in **Exhibit F.**

4. DEFENSE & INDEMNIFICATION AND INSURANCE REQUIREMENTS: SEE EXHIBIT C.

5. INDEPENDENT CONSULTANT STATUS; EMPLOYMENT DISCLAIMER

5.1. The parties agree that Consultant is providing the Services under this Agreement on a part-time and/or temporary basis and that the relationship created by this Agreement is that of independent Consultants. Neither Consultant nor any of Consultant's agents, employees or helpers will be deemed to be the employee, agent, or servant of the City. The City is only interested in the results obtained under this Agreement; the manner, means and mode of completing the same are under the sole control of Consultant.

5.2. This Agreement is not intended to constitute, create, give rise to, or otherwise recognize a joint venture, partnership or formal business association or organization of any kind, and the rights and obligations of the parties will be only those expressly set forth in this Agreement. The parties agree that no individual performing under this Agreement on behalf of Consultant will be considered a City employee, and that no rights of City Civil Service, City retirement or City personnel rules will accrue to such individual. Consultant will have total responsibility for all salaries, wages, bonuses, retirement, withholdings, worker's compensation, other employee benefits,

and all taxes and premiums appurtenant thereto concerning such individuals and will save and hold harmless the City with respect thereto.

6. LEGAL WORKER REQUIREMENTS

6.1. The City is prohibited by Arizona Revised Statutes § 41-4401 from awarding an agreement to any Consultant who fails, or whose subconsultants fail, to comply with Arizona Revised Statutes § 23-214(A). Therefore, agrees that:

- Consultant and each subconsultant it uses warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with Arizona Revised Statutes § 23-214, subsection A.

- A breach of warranty herein will be deemed a material breach of the Agreement and is subject to penalties up to and including termination of the Agreement.

- The City retains the legal right to inspect the papers of the Consultant or subconsultant employee(s) who work(s) on this Agreement to ensure that Consultant or subconsultant is complying with the warranty herein.

7. CONFIDENTIALITY

"Confidential Information" means all non-public, confidential, sensitive, or proprietary information disclosed or made available by City to Consultant or its affiliates, employees, consultants, partners, or agents (collectively "Recipient"), whether disclosed before or after the Effective Date, whether disclosed orally, in writing, or via permitted electronic access, and whether or not marked, designated, or otherwise identified as confidential. Confidential Information includes, but is not limited to user contents, electronic data, meta data, employment data, network configurations, information security practices, business operations, strategic plans, financial accounts, personally identifiable information, protected health information, protected criminal justice information, and any other information that by the nature and circumstance of the disclosure should be deemed confidential. Confidential Information does not include this document or information that: (a) is now or subsequently becomes generally available to the public through no wrongful act or omission of Recipient; (b) Recipient can demonstrate by its written records to lawfully have had in its possession prior to receiving such information from the City; (c) Recipient can demonstrate by its written records to have been independently developed by Recipient without direct or indirect use of any Confidential Information; (d) Recipient lawfully obtains from a third party who has the right to transfer or disclose it; or (e) the City has approved in writing for disclosure.

Upon the City's written request or expiration of this Agreement, whichever is earlier, Recipient shall, at no additional costs to the City, promptly return or destroy all Confidential Information belonging to the City that Recipient has in its

possession or control. After return or destruction of the Confidential Information, Recipient shall certify in writing as to its compliance with this paragraph.

If applicable, Consultant agrees to comply with all City information technology policies and security standards, as may be updated from time to time, when accessing City networks and computerized systems whether onsite or remotely.

In addition to, and not in lieu of, all other rights and remedies available to the City, Consultant will defend, indemnify, and hold the City harmless against all losses, claims, costs, attorneys' fees, damages or proceedings arising out of Consultant's breach of this Section (Confidentiality). Consultant's obligations pursuant to this Section (Confidentiality) shall not be subject to any limits of liability or exclusions as may be stated elsewhere in the Agreement.

A violation of this Section shall be deemed to cause irreparable harm that justifies injunctive relief in court. A violation of this Section may at the City's discretion result in immediate termination of this Agreement without notice. The obligations of Consultant under this Section shall survive the termination of this Agreement.

The obligations of Consultant under this Section will survive the termination of this Agreement.

8. DATA PROTECTION

The parties agree this Section shall apply to the City's Confidential Information and all categories of legally protected personally identifiable information (collectively "PII") that Consultant processes pursuant to the Agreement. "Personally identifiable information" is defined as in the Federal Privacy Council's Glossary available at: https://www.fpc.gov/resources/glossary/.

As between the parties, the City is the data controller and owner of PII and Consultant is a data processor. In this Section, the term "process," "processing," or its other variants shall mean: an operation or set of operations which is performed on PII, whether or not by automated means, including without limitation: collection, recording, copying, analyzing, caching, organizing, structuring, storage, adaptation, alteration, retrieval, transmission, dissemination, alignment, combination, restriction, erasure, or destruction.

8.1. When Consultant processes PII pursuant to the Agreement, Consultant shall, at no additional cost to the City:

8.1.1. process PII only within the United States and only in accordance with the Agreement and not for Consultant's own purposes, including product research, product development, marketing, or commercial data mining, even if the City's data has been aggregated, anonymized, or pseudonymized;

8.1.2. implement and maintain appropriate technical and organizational measures to protect PII against unauthorized or unlawful processing and against accidental loss, destruction, damage, theft, alteration or disclosure, including at a minimum, and as applicable, those measures specified by the National Institute of Standards and Technology (NIST) SP800-53; A.R.S. § 18-552 (Notification of Security System Breaches); A.R.S. § 44-7601 (Discard and Disposal of Personal Identifying Information Records); Health Information Technology for Economic and Clinical Health (HITECH) Act; Payment Card Industry Data Security Standards; and good industry practice; (When considering what measures are appropriate and in line with good industry practice, Consultant shall keep abreast of current regulatory trends in data security and the state of technological development to ensure a level of security appropriate to the nature of the data to be protected and the harm that might result from such unauthorized or unlawful processing or accidental loss, destruction, damage, theft, alteration or disclosure. At minimum, Consultant will timely remediate any vulnerabilities found within its network that are rated medium or more critical by the Common Vulnerability Scoring System (CVSS); however, Consultant must remediate vulnerabilities that are rated critical within 14 days and vulnerabilities that are rated high within 30 days. If requested by the City, Consultant shall promptly provide a written description of the technical and organizational methods it employs for processing PII.)

8.1.3. not subcontract any processing of PII to any third party (including affiliates, group companies or subconsultants) without the prior written consent of the City; and Consultant shall remain fully liable to the City for any processing of PII conducted by a sub-processor appointed by Consultant;

8.1.4. as applicable, implement and maintain appropriate policies and procedures to manage payment card service providers with whom Consultant shares sensitive financial information or cardholder data; and provide the City with a Qualified Security Assessor Attestation of Compliance for Payment Card Industry Data Security Standards on an annual basis, but no later than within 30 days of attestation report completion;

8.1.5. take reasonable steps to ensure the competence and reliability of Consultant's personnel or sub-processor who have access to the PII, including verifications and background checks appropriate to the security level required for such data access;

8.1.6. maintain written records of all information reasonably necessary to demonstrate Consultant's compliance with this Agreement and applicable laws;

8.1.7. allow the City or its authorized agents to conduct audit inspection during the term of the Agreement, but no more than once per year, which may include providing access to the premises, documents, resources, personnel Consultant or Consultant's subconsultants use in connection with the Services; provided however, the City may at its sole discretion accept a qualified and industry recognized independent third-party assessment report or certification (such as SSAE 18 SOC 2 or ISO/IEC 27001) provided by Consultant at no cost to the City in lieu of the audit inspection rights of this Section;

8.2. If Consultant becomes aware of any actual or potential data breach (each an "Incident") arising from Consultant's processing obligations pursuant to the Agreement, Consultant shall notify the City at SOC@phoenix.gov without undue delay within 48 hours; and:

8.2.1. provide the City with a detailed description of the Incident, the type of data that was the subject of the Incident, and the identity of each affected person as soon as such information can be collected or otherwise becomes available;

8.2.2. take action immediately, at Consultant's own expense, to investigate the Incident and to identify, prevent, and mitigate the effects of the Incident and to carry out any recovery or other action necessary to remedy the Incident;

8.2.3. cooperate with the City in investigating the occurrence, including making available all relevant records, logs, files, data reporting, and other materials required to comply with applicable laws or as otherwise required by the City; and

8.2.4. not directly contact any individuals who may be impacted by the Incident or release or publish any filing, communication, notice, press release, or report concerning the Incident without the City's prior written approval (except where required to do so by applicable laws).

In addition to, and not in lieu of, all other rights and remedies available to the City, Consultant will defend, indemnify, and hold the City harmless against all losses, claims, costs, attorneys' fees, damages or proceedings arising out of Consultant's breach of this Section (Data Protection). Consultant's obligations pursuant to this Section (Data Protection) shall not be subject to any limits of liability or exclusions as may be stated elsewhere in the Agreement.

A violation of this Section shall be deemed to cause irreparable harm that justifies injunctive relief in court. A violation of this Section may at the City's discretion result in immediate termination of this Agreement without notice. The obligations of Consultant under this Section shall survive the termination of this Agreement.

9. CONTACTS WITH THIRD PARTIES

9.1. Consultant or its subconsultants will not contact third parties to provide any information in connection to the Services provided under this Agreement without the prior written consent of the City. Should Consultant or its subconsultants be contacted by any person requesting information or requiring testimony relative to the Services provided under this Agreement or any other prior or existing Agreement with the City, Consultant or its subconsultants will promptly inform the City giving the particulars of the information sought and will not disclose such information or give such testimony without the written consent of the City or court order. The obligations of Consultant and its subconsultants under this Section will survive the termination of this Agreement.

9.2. Consultant agrees that the requirements of this Section will be incorporated into all subconsultant agreements entered into by the Consultant. It is further agreed that a violation of this Section will be deemed to cause irreparable harm that justifies injunctive relief in court. A violation of this Section may result in immediate termination of this Agreement without notice.

10. SBE/DBE UTILIZATION

The City extends to each individual, firm, vendor, supplier, consultant and subconsultant an equal economic opportunity to compete for City business and strongly encourages voluntary utilization of small and/or disadvantaged businesses to reflect both the industry and community ethnic composition. The use of such businesses is encouraged whenever practical.

11. AUDIT/RECORDS

11.1. The City reserves the right, at reasonable times, to audit Consultant's books and records relative to the performance of service under this Agreement. All records pertaining to this Agreement will be kept on a generally accepted accounting basis for a period of five years following termination of the Agreement.

11.2. If, following an audit of this Agreement, the audit discloses the Consultant has provided false, misleading, or inaccurate cost and pricing data, and the cost discrepancies exceed 1% of the total Agreement billings, the Consultant will be liable for reimbursement of the reasonable, actual cost of the audit.

12. COMPLIANCE WITH LAWS

Consultant will comply with all existing and subsequently enacted federal, state and local laws, ordinances, codes, and regulations that are, or become applicable to this Agreement. If a subsequently enacted law imposes substantial additional costs on Consultant, a request for an amendment may be submitted pursuant to this Agreement.

13. AMENDMENTS

Whenever an addition, deletion or alteration to the Services described in **Exhibit A – Scope of Work** substantially changes the Scope of Work thereby materially increasing or decreasing the cost of performance, a supplemental agreement must first be approved in writing by the City and Consultant before such addition, deletion or alteration will be performed. Changes to the Services may be made and the compensation to be paid to Consultant may be adjusted by mutual agreement, but in no event may the compensation exceed the amount authorized without further written authorization. It is specifically understood and agreed that no claim for extra work done, or materials furnished by Consultant will be allowed except as provided herein, nor will Consultant do any work or furnish any materials not covered by this Agreement unless first authorized in writing. Any work or materials furnished by Consultant without prior written authorization will be at Consultant's risk, cost and expense, and Consultant agrees to submit no claim for compensation or reimbursement for additional work done or materials furnished without prior written authorization.

14. NO ORAL ALTERATIONS

No alteration or variation of the terms of this Agreement will be binding on the parties herein unless such alteration or variation is in writing and signed by each of the parties to this Agreement. No oral understanding or agreement not incorporated in this Agreement will be binding on any of the parties herein.

15. NOTICES

15.1. Any notice, consent or other communication ("Notice") required or permitted under this Agreement will be in writing and either: (1) delivered in person; (2) sent via e-mail, return receipt requested; (3) sent via facsimile transmission; (4) deposited with any commercial air courier or express delivery service; or (5) deposited in the United States mail, postage prepaid.

If to Consultant:

If to City for Head Start Birth to Five Program:

Daniela Canisales, Administrative Assistant II
City of Phoenix Human Services Department
Education Division
200 W. Washington Street, 17th Floor
Phoenix, AZ 85003-1611
Phone: 602.495.7299
Email: daniela.canisales@phoenix.gov

If to City for Business and Workforce Development Program:

Laura Whitehead, Workforce Development Supervisor
City of Phoenix Human Services Department
Business and Workforce Development Division
200 W. Washington Street, 19th Floor
Phoenix, AZ 85003-1611
Phone: 602.262.4036
Email: laura.whitehead@phoenix.gov

15.2. Notice will be deemed received: (1) at the time it is personally served; (2) on the day it is sent via e-mail; (3) on the day it is sent by facsimile transmission; (4) on the second day after its deposit with any commercial air courier or express delivery service; or (5) five business days after the Notice is deposited in the United States mail as above provided. Any time period stated in a Notice will be computed from the time the Notice is deemed received.

15.3. Notices sent by e-mail and facsimile transmission will also be sent by regular mail to the recipient at the above address. This requirement for duplicate Notice is not intended to change the effective date of the Notice sent by e-mail or facsimile transmission.

16. INTEGRATION

This Agreement constitutes and embodies the full and complete understanding and agreement of the parties hereto and supersedes all prior understandings, agreements, discussions, offers, bids, negotiations, communications, and correspondence, whether oral or written. No representation, promise, inducement, or statement of intention has been made by any party hereto which is not embodied in this Agreement, and no party will be bound by or liable for any statement of intention not so set forth.

17. GOVERNING LAW: FORUM; VENUE

This Agreement is executed and delivered in the State of Arizona, and the substantive laws of the State of Arizona (without reference to choice of law principles) will govern their interpretation and enforcement. Any action brought to

interpret or enforce any provision of this Agreement that cannot be administratively resolved, or otherwise related to or arising from this Agreement, will be commenced and maintained in the state or federal courts of the State of Arizona, Maricopa County, and each of the parties, to the extent permitted by law, consents to jurisdiction and venue in such courts for such purposes.

18. FISCAL YEAR CLAUSE

The City's fiscal year begins July 1st and ends June 30th each calendar year. The City may make payment for services rendered or costs encumbered only during a fiscal year and for a period of 60 days immediately following the close of the fiscal year, under the provisions of Arizona Revised Statutes §42-17108. Therefore, Consultant must submit billings for services performed or costs incurred prior to the close of a fiscal year within ample time to allow payment within this 60-day period.

19. TERMINATION OR SUSPENSION OF SERVICES

19.1. City's Right to Terminate: The City reserves the right to terminate this Agreement without cause, or to abandon the Services, or any part of the Services not then completed, by notifying Consultant in writing. Immediately upon receiving a written notice to terminate or suspend Services, Consultant will:

- Discontinue advancing the work in progress, or such part that is described in the notice.
- Deliver to the City all collected raw data, draft reports, preliminary reports, working papers, estimates and forecasts entirely or partially completed, together with all unused materials supplied by the City.
- Appraise the work it has completed and submit its appraisal to the City for evaluation.
- Be paid in full the pro rata value for services performed to the date of its receipt of the Notice of Termination, including reimbursement for all reasonable costs and expenses incurred by Consultant in terminating the work, including demobilization of field service. No payment will be made for loss of anticipated profits or unperformed services.

20. FINAL PAYMENT

20.1. PAYMENT: The City will make final payment for all Services performed and accepted within 60 days after Consultant has delivered to the City any final progress reports, documentation, materials and evidence of costs and disbursement as required under this Agreement. Any use by the City of preliminary reports, raw data or other incomplete material returned by Consultant will be at the City's sole risk for such use.

20.2. TEMPORARY SUSPENSION: The City may, by written notice, direct Consultant to suspend performance on all or any part of the Services for such period of time as may be determined by the City to be necessary or

desirable for its convenience. If such suspension causes additional expense to Consultant in performance, and not due to fault or negligence of Consultant, the payment will be adjusted on the basis of actual costs resulting directly from the suspension, and the period for performance of the Services will be extended by mutual agreement. Any claim by Consultant for a price adjustment must be supported by appropriate documentation asserted promptly after Consultant has been notified to suspend performance.

21. PROFESSIONAL COMPETENCY

21.1. QUALIFICATIONS: Consultant represents that it is familiar with the nature and extent of this Agreement, the Services, and any conditions that may affect its performance under this Agreement. Consultant further represents that it is fully experienced and properly qualified, is in compliance with all applicable license requirements, and is equipped, organized, and financed to perform such Services.

21.2. LEVEL OF CARE AND SKILL: Services provided by Consultant will be performed in a manner consistent with that level of care and skill ordinarily exercised by members of Consultant's profession currently practicing in the same industry under similar conditions. Acceptance or approval by the City of Consultant's work will in no way relieve Consultant of liability to the City for damages suffered or incurred arising from the failure of Consultant to adhere to the aforesaid standard of professional competence.

22. SPECIFIC PERFORMANCE

Consultant agrees that in the event of a breach by Consultant of any material provision of this Agreement, the City will, upon proper action instituted by it, be entitled to a decree of specific performance thereof according to the terms of this Agreement. In the event the City will elect to treat any such breach on the part of Consultant as a discharge of the Agreement, the City may nevertheless maintain an action to recover damages arising out of such breach. This paragraph is not intended as a limitation of such other remedies as may be available to the City under law or equity.

23. FORCE MAJEURE

Consultant will not be responsible or liable for, or deemed in breach hereof because of any delay in the performance of its obligations hereunder to the extent caused by circumstances beyond its control, without its fault or negligence, and that could not have been prevented by the exercise of due diligence, including but not limited to fires, natural disasters, riots, wars, unavoidable and unforeseeable site conditions, failure of the City to provide data within the City's possession or to make necessary decisions or provide necessary comments in connection with any required reports prepared by Consultant in connection with the Services and the unforeseeable inability to obtain necessary site access, authorization, permits,

licenses, certifications and approvals (such causes hereafter referred to as “Force Majeure”).

24. DOCUMENTATION

24.1. DISSEMINATION AND RETENTION: There will be no dissemination or publication of any information gathered, or documents prepared in the course of the performance of the Services without the prior written consent of the City. Should the City, upon advice of counsel, deem it necessary, due to existing or anticipated litigation, to assert a legal privilege of protection and non-disclosure with regard to the subject matter of this Agreement, then, and in that event, upon written demand, Consultant will relinquish to the possession and control of the City its entire file related to this Agreement and only those portions of said file deemed by the City to be not privileged will be returned to Consultant pending the resolution of the existing or anticipated litigation.

24.2. FORMAT AND QUALITY: All documents prepared by Consultant will be prepared in a format and at a quality approved by the City.

24.3. DOCUMENT REVIEW: Consultant will review all documents provided by the City related to the performance of the Services and will promptly notify the City of any defects or deficiencies discovered in such review.

24.4. SUBMITTALS: Consultant will provide timely and periodic submittals of all documents required of Consultant, including subagreements, if any, as such become available to the City for review.

25. RELEASE OF INFORMATION

Consultant will not publish, release, disclose or announce to any member of the public, press, official body, or any other third party: (1) any information concerning this Agreement, the Services, or any part thereof; or (2) any documentation or the contents thereof, without the prior written consent of the City, except as required by law. The name of any site on which Services are performed will not be used in any advertising or other promotional context by Consultant without the prior written consent of the City.

26. CONFLICT OF INTEREST

26.1. Consultant acknowledges that, to the best of its knowledge, information and belief, no person has been employed or retained to solicit or secure this Agreement upon a promise of a commission, percentage, brokerage, or contingent fee, and that no member of the Phoenix City Council or any employee of the City has any financial interest in the consulting firm. For breach of violation of this warranty, the City will have the right to annul this Agreement without liability, including any such commission, percentage, brokerage or contingent fee.

26.2. The City reserves the right to immediately terminate the agreement in the event that the City determines that Consultant has an actual or apparent conflict of interest.

26.3. Upon a finding by the City that gratuities in the form of entertainment, gifts or inducements were offered or given by Consultant, or any agent or representative of Consultant, to any officer or employee of the City for the purpose of securing this Agreement, or securing favorable treatment with respect to the awarding, amending, or making of any determination with respect to the performance of this Agreement, the City may, by one calendar day written notice to Consultant, terminate the right of Consultant to proceed under this Agreement, provided that the existence of the facts upon which the City made such finding will be an issue and may be litigated in an Arizona court of competent jurisdiction. In the event of such termination, the City will be entitled to the same remedies against Consultant as could be pursued in the event of default by Consultant.

26.4. This Agreement is subject to the requirements of Arizona Revised Statutes §38-511.

27. PUBLIC RECORDS

27.1. Notwithstanding any provisions of this Agreement regarding confidentiality, secrets, or protected rights, the Consultant acknowledges that all documents provided to the City may be subject to disclosure by laws related to open public records. Consequently, the Consultant understands that disclosure of some or all of the items subject to this Agreement may be required by law.

27.2. In the event City receives a request for disclosure that is reasonably calculated to incorporate information that might be considered confidential by Consultant, the City agrees to provide the Consultant with notice of that request, which shall be deemed given when deposited by the City with the USPS for regular delivery to the address of the Consultant specified in their offer. Within ten days of City notice by the City, the Consultant will inform the City in writing of any objection by the Consultant to the disclosure of the requested information. Failure by the Consultant to object timely shall be deemed to waive any objection and any remedy against the City for disclosure.

27.3. In the event the Consultant objects to disclosure within the time specified, the Consultant agrees to handle all aspects related to request, including properly communicating with the requestor and timely responding with information the disclosure of which the Consultant does not object thereto. Furthermore, the Consultant agrees to indemnify and hold harmless the City from any claims, actions, lawsuits, or any other controversy or remedy, in whatever form, that arises from the failure to comply with the request for information and the laws pertaining to public records, including defending the

City in any legal action and payment of any penalties or judgments. This provision shall survive the termination of this Agreement.

28. CLAIMS OR DEMANDS AGAINST THE CITY

28.1. Consultant acknowledges and accepts the provisions of Chapter 18, Section 14 of the Charter of the City of Phoenix, pertaining to claims or demands against the City, including provisions therein for set-off of indebtedness to the City against demands on the City, and Consultant agrees to adhere to the prescribed procedure for presentation of claims and demands. Nothing in Chapter 18, Section 14 of the Charter of the City of Phoenix alters, amends or modifies the supplemental and complementary requirements of the State of Arizona Notice of Claim statutes, Arizona Revised Statutes §§ 12-821 and 12-821.01, pertaining to claims or demands against the City. If for any reason it is determined that the City Charter and state law conflict, then state law will control.

28.2. Moreover, nothing in this Agreement will constitute a dispute resolution process, an administrative claims process, or contractual term as used in Arizona Revised Statutes § 12-821.01(C), sufficient to affect the date on which the cause of action accrues within Arizona Revised Statutes § 12-821.01(A) and (B).

29. WAIVER OF CLAIMS FOR ANTICIPATED PROFITS

Consultant waives any claims against the City and its officers, officials, agents and employees for loss of anticipated profits caused by any suit or proceeding, directly or indirectly, involving any part of this Agreement.

30. CONTINUATION DURING DISPUTES

30.1. Consultant agrees as a condition of this Agreement that in the event of any dispute between the parties, provided no Notice of Termination has been given by the City, and if it is feasible under the terms of this Agreement each party will continue to perform the obligations not related to the dispute required of it during the resolution of such dispute, unless enjoined or prohibited by a court of competent jurisdiction.

30.2. Failure or delay by either party to exercise any right, power or privilege specified in or appurtenant to this Agreement will not be deemed a waiver.

31. THIRD PARTY BENEFICIARY CLAUSE

The parties expressly agree that this Agreement is not intended by any of its provisions to create any right of the public or any member thereof as a third-party beneficiary nor to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

32. LAWFUL PRESENCE REQUIREMENT

Pursuant to A.R.S. §§ 1-501 and -502, the City of Phoenix is prohibited from awarding a contract to any natural person who cannot establish that he or she is lawfully present in the United States. In order to establish lawful presence, this person must produce qualifying identification and sign a City-provided affidavit affirming that the identification provided is genuine. This requirement will be imposed at the time of contract award. In the event the prevailing responder is unable to satisfy this requirement, the City will offer the award to the next-highest scoring responder. The law does not apply to fictitious entities such as corporations, partnerships and limited liability companies.

33. NO ISRAEL BOYCOTT

By entering into this Agreement, the Consultant certifies that they are not currently engaged in and agrees for the duration of the agreement to not engage in, a boycott of goods or services from Israel.

34. EQUAL EMPLOYMENT OPPORTUNITY AND PAY

34.1. In order to do business with the city, consultant must comply with Phoenix City Code, 1969, chapter 18, Article V, as amended, equal employment opportunity requirements. Consultant will direct any questions in regard to these requirements to the Equal Opportunity Department, (602) 262-6790.

34.2. For a consultant with *35 employees or fewer*. Consultant in performing under this agreement shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, color, religion, sex, national origin, age, or disability, nor otherwise commit an unfair employment practice. Consultant will ensure that applicants are employed, and employees are dealt with during employment without regard to their race, color, religion, sex, national origin, age, or disability. Such action shall include but not be limited to the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training; including apprenticeship. Consultant further agrees that this clause will be incorporated in all subagreements related to this agreement that involve furnishing skilled, unskilled and union labor, or who may perform any such labor or services in connection with this agreement. Consultant further agrees that this clause will be incorporated in all subagreements, consultant agreements or subleases of this agreement entered into by supplier/lessee.

34.3. For a consultant with *more than 35 employees*. Consultant in performing under this agreement shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, color, religion, sex, national origin, age, or disability, nor otherwise commit an unfair employment practice. Consultant will ensure that applicants are employed, and employees are dealt with during employment without regard to their race, color, religion, sex, national origin, age, or disability, and shall adhere to a

policy to pay equal compensation to men and women who perform jobs that require substantially equal skill, effort, and responsibility, and that are performed within the same establishment under similar working conditions. Such action shall include but not be limited to the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training; including apprenticeship. Consultant further agrees that this clause will be incorporated in all subagreements with all labor organizations furnishing skilled, unskilled and union labor, or who may perform any such labor or services in connection with this Agreement. Consultant further agrees that this clause will be incorporated in all subagreements, job-consultant agreements or subleases of this agreement entered into by supplier/lessee. Consultant further agrees not to discriminate against any worker, employee or applicant, or any member of the public, because of sexual orientation or gender identity or expression and shall ensure that applicants are employed, and employees are dealt with during employment without regard to their sexual orientation or gender identity or expression.

34.4. DOCUMENTATION: Suppliers and lessees may be required to provide additional documentation to the equal opportunity department affirming that a nondiscriminatory policy is being utilized.

34.5. MONITORING: The Equal Opportunity Department shall monitor the employment policies and practices of suppliers and lessees subject to this article as deemed necessary. The Equal Opportunity Department is authorized to conduct on-site compliance reviews of selected firms, which may include an audit of personnel and payroll records, if necessary.

IN WITNESS WHEREOF, the parties herein have caused this Agreement to be executed.

CITY OF PHOENIX, an Arizona municipal corporation
JEFFREY J. BARTON, City Manager

By:_____
Marchelle F. Franklin
Human Services Director

ATTEST:

_____
City Clerk

_____
Date:

APPROVED AS TO FORM:
Julie Kriegh, City Attorney

_____
Assistant Chief Counsel

CONSULTANT NAME

By: _____
Authorized Signatory
Title

EXHIBIT A – SCOPE OF WORK

1. INTRODUCTION

The Human Services Department has a rich history of providing a comprehensive array of education and social service programs to help people meet emergency, and short and long-term needs to reach their highest level of self-sufficiency.

The goal behind teaching financial literacy is to help people develop a stronger understanding of basic financial concepts so they can make smarter financial decisions. The Consultant will provide financial literacy and coaching to participants enrolled in programs administered by the Education and Business and Workforce Development Divisions. This service will improve the financial well-being of participants by providing access to financial education and building financial empowerment through training and coaching.

2. EDUCATION DIVISION – HEAD START BIRTH TO FIVE PROGRAMS

The Education Division is responsible for the overall implementation and monitoring of the City of Phoenix Head Start Birth to Five Programs. Head Start promotes school readiness, comprehensive early childhood development and family support services at no cost to income eligible families with children ages birth to 5 and at-risk pregnant women. Head Start programs also engage parents or other key family members in positive relationships, with a focus on family well-being. Services are provided in a variety of settings including centers, family childcare, and a home-based option. There are 3,451 children and their families enrolled in our programs.

The Consultant will partner with families that need assistance in basic money management, personal finance, credit, savings, insurance, etc., and will create a financial plan that reflects their goals and helps build a foundation for economic mobility. We anticipate 345 families to be served yearly.

3. BUSINESS AND WORKFORCE DEVELOPMENT DIVISION – WIOA ADULT AND DISLOCATED WORKER WORKFORCE PROGRAM

Workforce Innovation Opportunity Act (WIOA) is the federal law that governs the ARIZONA@WORK system, and it is designed to integrate services to support businesses and job seekers through strategic cross-sector partnerships. It envisions connecting workforce, education, and economic development entities to ensure strategic leveraging of resources and optimum results. WIOA addresses the needs of customers by providing access to employment, education, training, and support services.

The purpose of the WIOA Youth Workforce Program is to support the delivery of innovative and comprehensive workforce services to out-of-school youth (OSY) ages 16 -24 and in-school youth (ISY) ages 14-21 residing within Phoenix city limits and experiencing significant barriers to education, training, and employment. Proposers may propose services for OSY, ISY, or both.

The purpose of the WIOA Adult and Dislocated Worker Workforce Program is to provide the delivery of no cost, innovative workforce solutions to those in the city of Phoenix area. WIOA is designed to assist unemployed and underemployed job seekers age 18 and over, experiencing significant employment barriers, to access employment, education, training, and support services to succeed in today's labor market.

The Consultant will contract with the Business and Workforce Development Division, selected by the Phoenix Business and Workforce Development Board (PBWDB) to provide financial literacy training and coaching to adults, dislocated workers, and youth service program enrollees. We anticipate 260 families to be served yearly.

4. QUALIFICATIONS OF CONSULTANT

Consultant will possess the following qualifications:

- Certification as a Professional Financial Coach.
- Minimum 3 years' experience teaching financial literacy classes in-person and virtually.
- Minimum 2 years' experience working with diverse populations.

5. CONSULTANT RESPONSIBILITIES

The Consultant shall:

5.1. Develop a series of financial educational classes covering a variety of financial topics, including, but not limited to the following:

- Basic Money Management
- Budgeting
- Setting Financial Goals
- Opening a Bank Account
- Emergency Savings
- Managing Credit and Credit Profile
- Loans and Debt Management
- Financial Psychology
- Account Management
- Protecting Family and Assets with Insurance
- Spending Wisely
- Paying for College
- Estate Planning
- Retiring Comfortably
- Home Buying or Renting
- Federal and State Taxes
- Understanding How to use Credit Cards Wisely
- Salary Negotiation

- Paying for Employer Benefits

5.2. Provide qualified instructors to present the training in an interactive format.

5.3. Provide course materials in both hard copy and electronic versions that supports the instruction provided.

5.4. Provide options for financial coaching based on the specific needs of the participant. These options can include, but are not limited to:

5.4.1.. Provide group classes, in-person, and virtual training and/or coaching options.

5.4.2. Provide continuous one-on-one coaching for up to one year for each Head Start family interested in participating.

5.5. Provide updates to assigned Head Start Caseworkers for documentation toward a Family Partnership Agreement goal.

5.6. Provide updates to assigned WIOA Caseworkers for the purpose of documenting progress.

5.7. Collaborate with the City of Phoenix Workforce Development Board for families seeking employment.

EXHIBIT B – FEE SCHEDULE

(attached prior to contract execution)

EXHIBIT C
INDEMNIFICATION & INSURANCE REQUIREMENTS

1. DEFENSE AND INDEMNIFICATION CLAUSE

Consultant ("Indemnitor") must defend, indemnify, and hold harmless the City of Phoenix and its officers, officials (elected or appointed), agents, and employees ("Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including but not limited to court costs, attorney fees, expert fees, and costs of claim processing, investigation and litigation) of any nature or kind whatsoever ("Losses") caused, or alleged to be caused, in whole or in part, by the wrongful, negligent or willful acts, or errors or omissions of Indemnitor or any of its owners, officers, directors, members, managers, agents, employees or subconsultants ("Indemnitor's Agents") arising out of or in connection with this Agreement. This defense and indemnity obligation includes holding Indemnitee harmless for any Losses or other amount arising out of or recovered under any state's Workers' Compensation Law or arising out of the failure of Indemnitor or Indemnitor's Agents to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. Indemnitor's duty to defend Indemnitee accrues immediately at the time a claim is threatened or a claim is made against Indemnitee, whichever is first. Indemnitor's duty to defend exists regardless of whether Indemnitor is ultimately found liable. Indemnitor must indemnify Indemnitee from and against any and all Losses, except where it is proven that those Losses are solely as a result of Indemnitee's own negligent or willful acts or omissions. Indemnitor will be responsible for primary loss investigation, defense and judgment costs where this indemnification applies. In consideration of the award of this Agreement, Indemnitor agrees to waive all rights of subrogation against Indemnitee for losses arising from or related to any work performed by Indemnitor or Indemnitor's Agents for the City of Phoenix. The obligations of Indemnitor under this provision survive the termination or expiration of this Agreement.

2. CONSULTANT'S INSURANCE

Consultant and subconsultants must procure insurance against claims that may arise from or relate to performance of the work hereunder by Consultant and its agents, representatives, employees and subconsultants. Consultant and subconsultants must maintain that insurance until all their obligations have been discharged, including any warranty periods under this Contract.

The City in no way warrants that the limits stated in this section are sufficient to protect the Consultant from liabilities that might arise out of the performance of the work under this Contract by the Consultant, its agents, representatives, employees or subconsultants and Consultant may purchase additional insurance as they determine necessary.

3. SCOPE AND LIMITS OF INSURANCE

Consultant must provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the liability limits provided that (1) the coverage is written on a "following form" basis, and (2) all terms under each line of coverage below are met.

3.1. Commercial General Liability – Occurrence Form

General Aggregate	$2,000,000
Products – Completed Operations Aggregate	$1,000,000
Personal and Advertising Injury	$1,000,000
Each Occurrence	$1,000,000

- The policy must be endorsed to include coverage for sexual abuse and molestation.

- The policy must name the City of Phoenix as an additional insured with respect to liability for bodily injury, property damage and personal and advertising injury with respect to premises, ongoing operations, products and completed operations and liability assumed under an insured contract arising out of the activities performed by, or on behalf of the Consultant related to this Agreement.

- There shall be no endorsement or modification which limits the scope of coverage or the policy limits available to the City of Phoenix as an additional insured.

- City of Phoenix is an additional insured to the full limits of liability purchased by the Consultant.

- The Consultant's insurance coverage must be primary and non-contributory with respect to any insurance or self-insurance carried by the City.

3.2. Worker's Compensation and Employers' Liability

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	$100,000
Disease – Each Employee	$100,000
Disease – Policy Limit	$500,000

- Policy must contain a waiver of subrogation against the City of Phoenix.

- This requirement does not apply when a consultant or subconsultant is exempt under A.R.S. 23-902(E), **AND** when such consultant or subconsultant executes the appropriate sole proprietor waiver form.

- This requirement does not apply as long as consultant has no employee within the meaning of A.R.S. Title 23, Chapter 6. If, during the term, consultant hires an employee or an owner is found to have or obtains the right to workers' compensation coverage under Arizona law, consultant shall immediately notify the City and obtain a worker's compensation insurance policy consistent with this section.

3.3. Professional Liability (Errors and Omissions Liability)

Each Claim	$1,000,000
Annual Aggregate	$1,000,000

- The policy must cover liability arising from the failure to meet the professional standards required or expected in the delivery of those services as defined in the Scope of Services of this Agreement.

- Consultant warrants that any retroactive date under the policy must precede the effective date of this Agreement; and that either continuous coverage will be maintained, or an extended reporting period will be exercised for a period of two (2) years beginning at the time work under this Agreement is completed.

4. NOTICE OF CANCELLATION

For each insurance policy required by the insurance provisions of this Agreement, the Consultant must provide to the City, within 5 business days of receipt, a notice if a policy is suspended, voided or cancelled for any reason. Such notice must be emailed to ***hsdprocurement@phoenix.gov***.

5. ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers duly licensed or authorized to do business in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The City in no way warrants that the required minimum insurer rating is sufficient to protect the Consultant from potential insurer insolvency.

6. VERIFICATION OF COVERAGE

Consultant must furnish the City with certificates of insurance (ACORD form or equivalent approved by the City) as required by this Agreement. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and any required endorsements are to be received and approved by the City before work commences. Each insurance policy required by this Agreement must be in effect at or prior to commencement of work under this Agreement and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Agreement or to provide evidence of renewal is a material breach of Agreement.

All certificates required by this Agreement must be sent directly to ***hsdprocurement@phoenix.gov***. The City project description ***Financial Literacy Training and Coaching*** must be noted on the certificate of insurance. The City reserves the right to review complete copies of all insurance policies required by this Agreement at any time**. DO NOT SEND CERTIFICATES OF INSURANCE TO THE CITY'S RISK MANAGEMENT DIVISION.**

7. SUBCONSULTANTS

Consultant's certificates shall include all subconsultants as additional insureds under its policies OR Consultant shall be responsible for ensuring and verifying that all subconsultants have valid and collectable insurance. At any time throughout the life of the Agreement, the City of Phoenix reserves the right to require proof from the Consultant that its subconsultants have insurance coverage. All subconsultants providing services included under this Agreement's Scope of Services are subject to the insurance coverages identified above and must include the City of Phoenix as an additional insured. In certain circumstances, the Consultant may, on behalf of its subconsultants, waive a specific type of coverage or limit of liability where appropriate to the type of work being performed under the subagreement. Consultant assumes liability for all subconsultants with respect to this Agreement.

8. APPROVAL

Any modification or variation from the insurance coverages and conditions in this Agreement must be documented by an executed amendment.

EXHIBIT D
CONSULTANT'S INSURANCE CERTIFICATE

(attached prior to contract execution)

EXHIBIT E
SUPPLEMENTAL TERMS AND CONDITIONS

1. FUNDING

Head Start Birth to Five Program
The City of Phoenix utilizes the United States Department of Health and Human Services (DHHS) funding to support the Head Start Birth to Five Program. The Consultant shall be solely responsible for understanding and complying with all applicable regulations and requirements throughout this Agreement period.

DHHS regulations can be found at: https://www.acf.hhs.gov/ohs/about/head-start.

Business and Workforce Development Program
The City of Phoenix utilizes the Workforce Innovation and Opportunity Act (WIOA) funding to support the Youth, Adult and Dislocated Worker Programs. The Consultant shall be solely responsible for understanding and complying with all applicable regulations and requirements throughout this Agreement period.

WIOA regulations can be found at: https://www.dol.gov/agencies/eta/wioa/guidance.

2. AVAILABILITY OF FUNDS

Funding may not be available for performance under this Agreement beyond the current fiscal year of the City. No legal liability on the part of the City for any payment may arise under this Agreement beyond the current fiscal year.

The City may reduce payments or terminate this Agreement without further recourse, obligation, or penalty in the event that insufficient funds are appropriated. The City shall have the sole and unfettered discretion in determining the availability of funds.

3. BACKGROUD SCREENING

Consultant agrees that all workers and subconsultants (collectively "Contract Worker(s)") that Consultant furnishes to the City pursuant to this Agreement are subject to background and security checks and screening (collectively "Background Screening") at Consultant's sole cost and expense as set forth in this Section. The Background Screening provided by Consultant will comply with all applicable laws, rules and regulations. Consultant further agrees that the Background Screening required in this Section is necessary to preserve and protect public health, safety and welfare.

The background screening requirements set forth in this section are the minimum requirements for the Agreement. The City in no way warrants that these minimum requirements are sufficient to protect Consultant from any liabilities that may arise out of the Consultant's services under this Agreement or Consultant's failure to comply with this section. Therefore, in addition to the specific measures set forth below,

Consultant and its Contract Workers will take such other reasonable, prudent and necessary measures to further preserve and protect public health, safety and welfare when providing services under this Agreement.

2. BACKGROUND SCREENING REQUIREMENTS AND RISK LEVEL

The City has established two levels of risk: Standard and Maximum and associated background screening. The current risk level and background screening required for this Agreement is **<FILL IN> RISK**. If the scope of work changes, the City may amend the level of risk, which could require the Consultant to incur additional contract costs to obtain background screens or badges.

2.1. Standard Risk Level: A standard risk background screening will be performed when the Contract Worker's work assignment will:

- require a badge or key for access to City facilities; or
- allow any access to sensitive, confidential records, personal identifying information or restricted City information; or
- allow unescorted access to City facilities during normal and non-business hours.

The background screening for this standard risk level will include a background check for real identity/legal name and will include felony and misdemeanor records from any county in the United States, the state of Arizona, plus any other jurisdiction where the Contract Worker has lived at any time in the preceding seven (7) years from the Contract Worker's proposed date of hire.

2.2. Maximum Risk Level

A maximum risk background screening will be performed when the Contract Worker's work assignment will:

- Include working directly with vulnerable adults or children, (under age 18); or
- Have any responsibility for the receipt of payment of City funds or control of inventories, assets, or records that are at risk of misappropriation; or
- Have unescorted access to City data centers, money rooms, high-valve equipment rooms; or critical infrastructure sites/facilities; or
- Have access to private residences; or
- Have direct or remote access to Criminal Justice Information Systems (CJIS) infrastructure.

The background screening for maximum risk level will include a background check for real identity/legal name and will include felony and misdemeanor records from any county in the United States, the State of Arizona, plus any other jurisdiction where the Contract Worker has lived at any time in the

preceding seven years from the Contract Worker's proposed date of hire. In addition, Maximum screening levels may require additional checks as included herein, depending on the scope of work, and may be amended if the scope of work changes.

Fingerprint verification is required when the Contract Worker is working directly with children or vulnerable adults. A current Department of Public Safety (DPS) Administration Level One fingerprint card satisfies the requirements of a Maximum Risk background check and fingerprint verification.

Additional requirements will apply to any contract where the scope of work includes childcare.

3. **CONSULTANT CERTIFICATION; CITY APPROVAL OF STANDARD OR MAXIMUM RISK BACKGROUND SCREENING:** Unless otherwise provided for in the Scope of Work, Consultant will be responsible for (a) determining whether Contract Worker(s) are disqualified from performing work for the City; (b) submitting pass/fail results to the City for approval for maximum risk level background checks; (c) reviewing the results of the background check every three to five years, dependent on scope; (d) engaging in whatever due diligence is necessary to make the decision on whether to disqualify an Contract Worker; and (e) submitting the list of qualified Contract Workers to the Human Services Department.

For Maximum Risk background screenings, upon review of the background information the City will advise the Consultant if it believes a Contract Worker should be disqualified. The Consultant will evaluate the Contract Worker and if the Consultant believes that there are extenuating circumstances that suggest that the person should not be disqualified, the Consultant will discuss those circumstances with the City. The City's decision on disqualification of a Contract Worker is final. The City's final documented decision will be an "approve" or "deny" for identified Contract Workers. The City will not keep records related to background checks once they are confirmed. Information to verify the results will be returned to the Consultant, or any contracted agency that assists with review, after the City's completed review.

By executing this Agreement, Consultant certifies and warrants that Consultant has read the background screening requirements and criteria in this section, and that all background screening information furnished to the City is accurate and current. By executing this Agreement, Consultant further certifies and warrants that Consultant has satisfied all such background screening requirements for either standard or maximum risk background screening, and verified legal worker status, as required.

Contract Workers will not apply for the appropriate City of Phoenix identification and access badge or keys until Consultant has received the City's written acceptance of Contract Worker's maximum risk background screening. The City may, in its sole discretion, accept or reject any or all the Contract Workers proposed by Subrecipient

for performing work under this Agreement. A Contract Worker rejected for work at a maximum risk level under this Agreement will not be proposed to perform work under other city contracts or engagements without city's prior written approval.

4. **TERMS OF THIS SECTION APPLICABLE TO ALL CONSULTANT'S CONTRACTS AND SUBCONTRACTS:** Consultant will include terms of this section for Contract Worker background screening in all agreements and subagreements for services furnished under this Agreement.

5. **Materiality of Background Screening Requirements; Indemnity:** The background screening requirements are material to City's entry into this Agreement and any breach of these provisions will be deemed a material breach of this Agreement. In addition to the indemnity provisions set forth in this Agreement, Consultant will defend, indemnify and hold harmless the City for all claims arising out of this background screening section including, but not limited to, the disqualifications of a Contract Worker by Consultant. The background screening requirements are the minimum requirements for the Agreement. The City in no way warrants that these minimum requirements are sufficient to protect Consultant from any liabilities that may arise out of the Consultant's services under this Agreement or Consultant's failure to comply with this section. Therefore, Consultant and its Contract Workers will take any reasonable, prudent and necessary measures to preserve and protect public health, safety and welfare when providing services under this Agreement.

6. **Continuing Duty; Audit:** Consultant's obligations and requirements that Contract Workers satisfy this background screening section will continue throughout the entire term of this Agreement. Consultant will notify the City immediately of any change to a background screening of a Contract Worker previously approved by the City. Consultant will maintain all records and documents related to all background screenings and the City reserves the right to audit Consultant's compliance with this section.

7. **NON-ASSIGNABILITY**
This Agreement is in the nature of a personal services agreement and Consultant shall have no power to assign its rights and obligations under this Agreement without the prior written consent of the City. Any attempt to assign without such prior written consent shall be void.

8. **MANDATORY DISCOSURES**
Consultant must disclose, in a timely manner, in writing to City all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Head Start award. If Consultant receives Federal funds in excess of $10,000,000 for any period during the performance of this Agreement it is required to report certain civil, criminal, or administrative proceedings to the System for Award Management (SAM). (See Appendix XII to 45 CFR Part 75). Failure to make required disclosures can result in any of the remedies described in 45 CFR § 75.371, including suspension or debarment. (See also 2 CFR parts 180 and 376, and 31 U.S.C. 3321).

9. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689)

In accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension," Consultant agrees that neither it, nor its principals is presently debarred, suspended proposed for debarment, declared ineligible, or voluntarily excluded from participation in the transaction evidenced by this Agreement by any federal department, and agrees to comply with the requirements of 2 CFR Part 180 and 2 CFR Part 376.

10. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

Applicable to all agreements in excess of $150,000. Consultant shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387). Violations must be reported to the City, the Department of Health and Human Services, and the San Francisco Regional Office of the Environmental Protection Agency (EPA).

11. LOBBYING

The Consultant agrees to comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). This certification is a requirement for contracting. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier-to-tier up to the non-Federal award.

12. POLITICAL ACTIVITY

Consultant shall comply with the requirements of the Hatch Act which restricts political activity of individuals employed by recipient or subrecipients whose principal employment is in connection with an activity that is financed in whole or in part by grants made by the Federal agency.

13. COMPETITIVE BIDDING

If the purchase of supplies and equipment has been authorized in this Agreement, the Consultant shall procure all such items at the lowest practicable cost and shall purchase all non-expendable items costing $1,000 or more and having a useful life of more than one year, through a generally accepted and reasonable competitive bidding process. Any procurement in violation of this provision shall be considered a financial audit exception. The Consultant shall expend City funds in a manner that would serve the public interest and honor the public trust.

14. ACCOUNTING

Consultant's accounting practices shall be in conformance with Generally Accepted Accounting Principles (GAAP) as issued by the Governmental Accounting Standards Board (GASB) for state and local governmental entities or by the Financial Accounting Standards Board (FASB) for non-governmental entities. Consultant shall maintain separate accounts for City funds awarded under this Agreement.

15. ALLOWABLE COSTS

Consultant shall comply with the following Cost Principles as applicable to determine the allowability of incurred costs for the purpose of reimbursing costs under the Agreement terms and conditions. Consultant certifies that funds received under this Agreement will be expended to achieve the purposes of this Agreement and to meet costs defined as allowable by the federal funding agency or the following federal guidelines:

- 0MB Circular A-21 for educational institutions
- 0MB Circular A-87 for State, local and Indian Tribal Governments 0MB Circular A-122 for Non-Profit organizations
- 48 CFR Chapter 1-31.2 for Commercial Organizations

16. SUBSTANTIAL INTEREST DISCLOSURE

16.1. Consultant shall not make any payments, either directly or indirectly, to any person, partnership, corporation, trust, or any other organization which has a substantial interest in Consultant's organization or with which Consultant (or one of its directors, officers, owners, trust certificate holders or a relative thereof) has a substantial interest, unless Consultant has made a full written disclosure of the proposed payments, including amounts, to the City.

16.2. Lease agreements, rental agreements, or purchase of real property covered by Paragraph A of this section shall be in writing and accompanied by an independent commercial appraisal of fair market rental, lease, or purchase value, as appropriate.

16.3. For the purpose of this Section, "relative" shall have the same meaning as in City's Administrative Regulation 2.91 (2) Definition.

17. COST OR PRICING DATA CERTIFICATION

By signing this Agreement, any amendment thereto, or other official form, Consultant certifies, to the best of Consultant's knowledge and belief, any cost or pricing data submitted is accurate, complete, and current as of the date submitted or other mutually agreed upon date. Furthermore, if the City finds that the price was increased because the cost or pricing data furnished by Consultant was inaccurate, incomplete or not current as of the date of certification, the City will readjust the price to exclude any significant amount. Such adjustment by the City may include overhead, profit or

fees. When the Agreement rates are set by law or regulation, the certifying of cost or pricing data does not apply.

EXHIBIT F
WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA)
TERMS AND CONDITIONS

PY 2022 Workforce Innovation and Opportunity Act (WIOA)
Youth, Adult & Dislocated Worker Programs
Annual Funding Agreement
TERMS AND CONDITIONS

Table of Contents

Part A: General Award, System for Award Management and Uniform Guidance

A.1 Compliance and the Order of Precedence

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

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

1. Workforce Innovation Opportunity Act (WIOA).
2. Other applicable Federal statutes.
3. Consolidated Appropriations Act 2022 (Public Law 117-103) dated March 15, 2022.
4. Implementing Regulations.
5. Executive Orders and Presidential Memoranda.
6. The Office of Management and Budget (OMB) Guidance, including the Uniform Guidance at 2 CFR (Code of Federal Regulations) parts 200 and 2900.
7. The U.S. Department of Labor (DOL) or Employment and Training Administration (ETA) directives.
8. Terms and conditions of this award.

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

The funds that are provided under this NOA must be expended according to all applicable Federal statutes, regulations and policies, including those of the Workforce Innovation and Opportunity Act (WIOA), the applicable approved WIOA State Plan (including approved modifications and amendments to the plan), and any waiver plan approved under WIOA Section 189(i)(3) or Workforce Flexibility (Workflex) plan approved under WIOA Section 190, the negotiated performance levels and policies established pursuant to the Secretary's authority under WIOA Section 116, and the applicable provisions in the appropriations act(s).

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

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

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

A.2 Training and Employment Guidance Letter

Training and Employment Guidance Letter No. 09-21 and any amendments found at https://wdr.doleta.gov/directives/corr_doc.cfm?DOCN=8776 are hereby incorporated into this NOA. Award recipients are bound by the authorizations, restrictions, and requirements contained in the NOA. Therefore, the expenditure of funds by the award recipient certifies that your organization has read and will comply with all the parts that are contained in the NOA.

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

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

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

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

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

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

A.5 Unique Entity Identifier Requirements

Effective on April 4, 2022, the DUNS Number will be replaced by a new, non-proprietary identifier requested in and assigned by SAM.gov. This new identifier is called the Unique Entity Identifier (UEI), or the Entity ID. To learn more about SAM's rollout of the UEI, please visit the U.S. General Service Administration (GSA), Unique Entity Identifier Update webpage.

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

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

A.6 System for Award Management

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

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

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

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

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

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

A.7 Uniform Guidance Revisions

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

A.8 Subawards

A *subaward* means an award provided by a *Pass-Through Entity* (PTE) to a subrecipient for the subrecipient to carry out part of a Federal award received by the PTE. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the PTE considers a contract.

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

A.9 Vendor/Contractor Defined

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

A.10 Technical Assistance, Resources, and Information

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

Strategies for sound grant management that include:

Monitoring,

Accountability,

Risk mitigation and

Transparency.

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

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

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

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

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

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

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

A.12 Evaluation, Data, and Implementation

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

A.13 Program Requirements

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

Part B: Budget and Cost Share (Match)

B.1 Budget - Approved

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

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

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

B.2 Budget Flexibility

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

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

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

B.3 Non-Federal Share (Match or Cost Share)

This award does not include a match requirement.

Part C: Funds Management and Special or Temporary Restrictions

C.1 Funds – Payment Management System (PMS)

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

C.2 Funds - Return & Refunds

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

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

Part D: Costs - Limitations, Items, and Restrictions

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

Pursuant to Public Law 116-136 (the CARES Act), and notwithstanding WIOA section 128(b)(4), for PY 2019, not more than 20% of the total amount allocated to a local area may be used for the administrative costs of carrying out local workforce investment activities under WIOA Chapter 2 (Youth Workforce Investment Activities) and Chapter 3 (Adult and Dislocated Worker Employment and Training Activities), if the portion of the total amount of administrative costs that exceeds 10% of the total amount allocated is used to respond to a qualifying emergency.

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

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

D.3 Administrative Costs

Administrative costs are defined in the WIOA at 20 CFR 683.215. Limitations on administrative costs are described at 20 CFR 683.205. Under no circumstances may the administrative costs exceed these limits. The grant recipient will be monitored for

compliance with the administrative cost limits throughout the grant's period of performance. Any amounts that exceed these limitations will be disallowed and subject to debt collection.

D.4 Consultants

For the purposes of this grant award, the ETA's Grant Officer has determined that fees paid to a consultant who provides services under a program shall be limited to $750.00 a day (representing an eight-hour workday). Such costs must be reasonable, allocable, and allowable to the program. Any fees paid in excess of this amount cannot be paid without prior approval from the Grant Officer.

D.5 Equipment

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

D.6 Pre-Award Costs

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

D.7 Program Income

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

D.8 Supportive Services & Participant Support Costs

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

D.9 Travel

This award waives the prior approval requirement for domestic travel as contained in 2 CFR 200.475. For domestic travel to be an allowable cost, it must be necessary, allowable, reasonable, allocable and conform to the non-Federal entity's written policies and

procedures. All travel must also comply with Fly America Act (49 USC 40118), which states in part that any air transportation, regardless of price, must be performed by, or under a code-sharing arrangement with, a U.S. Flag air carrier if service provided by such carrier is available.

D.10 Travel – Mileage Reimbursement Rates

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

D.11 Travel – Foreign

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

D.12 Conferences and Conference Space

Conferences sponsored in whole or in part by the award recipient are allowable if the conference is necessary and reasonable for the successful performance of the Federal Award. The award recipients are urged to use discretion and good judgment to ensure that all conference costs charged to the grant are appropriate and allowable. For more information on the requirements and the allowability of costs associated with conferences, refer to 2 CFR 200.432. Recipients will be held accountable to the requirements in 2 CFR 200.432. Therefore, costs that do not comply with 2 CFR 200.432 will be questioned and may be disallowed.

D.13 Hotel-Motel Fire Safety

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

D.14 WIOA Infrastructure

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

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

5. Unemployment Compensation (UC) programs;
6. Jobs for Veterans State Grants (JVSG) programs authorized under Chapter 41 of Title 38, U.S.C.; and
7. Reentry Employment Opportunities (REO) programs (formerly known as the Reintegration of Ex-Offenders Program (RExO) awarded prior to January 1, 2019, which were authorized under Section 212 of the Second Chance Act of 2007 (42 U.S.C. 17532).

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

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

D.15 Pay-For-Performance Contract Strategies

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

D.16 Procurement

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

Part E: Reporting, Audit, and Closeout

E.1 Reports

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

1. **Quarterly Financial Reports.** All ETA award recipients are required to report financial data on the ETA-9130 Financial Report. ETA-9130 reports are due no later than 45 calendar days after the end of each specified reporting quarter. Reporting quarter end dates are March 31, June 30, September 30, and December 31. A final financial report must be submitted no later than 45 calendar days after the quarter encompassing the award end date ends, or 45 calendar days after the completion of the quarter in which all funds have been expended, whichever comes first. A closeout report will be submitted during the closeout process. For additional guidance on ETA's financial reporting, reference TEGL 20-19 and ETA-9130 Financial Reporting Resources.

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

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

Applicable to grants and cooperative agreements:

1. Reporting of first-tier subawards.
   a) *Applicability*. Unless the award recipient is exempt as provided in paragraph [4.] of this award term, the award recipient must report each action that equals or exceeds $30,000 in Federal funds for a subaward to a non-Federal entity or Federal agency (see definitions in paragraph [5.] of this award term).
   b) *Where and when to report.*
      I. The Federal entity or Federal agency must report each obligating action described in paragraph [1.a.] of this award term to FSRS.gov.
      II. For subaward information, the recipient must report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)
   c) *What to report.* The award recipient must report the information about each obligating action that the submission instructions posted at FSRS.gov specify.
2. Reporting total compensation of recipient executives for non-Federal entities.
   a) *Applicability and what to report*. The award recipient must report total compensation for each of their five most highly compensated executives for the preceding completed fiscal year, if—
      I. the total Federal funding authorized to date under this Federal award is equal to or exceeds $30,000 and is subject to the Transparency Act, as defined in 2 CFR 170.320;
      II. in the preceding fiscal year, the recipient received—

(A) 80% or more of the annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined in 2 CFR 170.320 (and subawards); and

(B) $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined in 2 CFR 170.320 (and subawards); and

III. The public does not have access to information on the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or Section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission (SEC) total compensation filings)

b) *Where and when to report.* The award recipient must report executive total compensation described in paragraph [2.a.] of this award term:

a. As part of your registration profile at SAM.gov.

b. By the end of the month following the month in which this award is made, and annually thereafter.

3. Reporting of Total Compensation of Subrecipient Executives.

a) *Applicability and what to report.* Unless the recipient is exempt as provided in paragraph [4.] of this award term, for each first-tier non-Federal entity subrecipient under this award, the award recipient shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if—

I. in the subrecipient's preceding fiscal year, the subrecipient received—

(A) 80% or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined in 2 CFR 170.320 (and subawards); and

(B) $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

II. The public does not have access to information on the compensation of the executives through periodic reports filed under Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or Section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the SEC total compensation filings)

b) *Where and when to report.* The award recipient must report subrecipient executive total compensation described in paragraph [3.a] of this award term:

I. To the recipient.

II. By the end of the month following the month during which the recipient makes the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October

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

4. Exemptions.
   If, in the previous tax year, the award recipient had gross income, from all sources, under $300,000, the recipient is exempt from the requirements to report:
   a) Subawards; and
   b) The total compensation of the five most highly compensated executives of any subrecipient.
5. Definitions.
   For purposes of this award term:
   a) *Federal Agency* means a Federal agency as defined in 5 U.S.C. 551(1) and further clarified by 5 U.S.C. 552(f).
   b) *Non-Federal Entity* means all of the following, as defined in 2 CFR part 25:
      I. A Governmental organization, which is a State, local government, or Indian tribe;
      II. A foreign public entity;
      III. A domestic or foreign nonprofit organization; and
      IV. A domestic or foreign for-profit organization.
   c) *Executive* means officers, managing partners, or any other employees in management positions.
   d) *Subaward*:
      I. This term is used as a legal instrument to provide support for the performance of any portion of the substantive project or program for which the grant recipient received this award and that the grant recipient as the recipient award to an eligible subrecipient.
      II. The term does not include the grant award recipient's payment to a contractor, as defined in 2 CFR 200.331, for property and services needed to carry out the project or program.
      III. A subaward may be provided through any legal agreement, including an agreement that the grant recipient or a subrecipient considers a contract.
   e) *Subrecipient* means a non-Federal entity or Federal agency that:
      I. Receives a subaward from the grant award recipient under this award; and
      II. Is accountable to the grant recipient for the use of the Federal funds provided by the subaward.
   f) *Total compensation* means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):
      I. *Salary and bonus.*
      II. *Awards of stock, stock options, and stock appreciation rights.* Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
      III. *Earnings for services under non-equity incentive plans*. This does not include group life, health, hospitalization, or medical reimbursement

plans that do not discriminate in favor of executives and are available generally to all salaried employees.

IV. *Change in pension value.* This is the change in present value of defined benefit and actuarial pension plans.

V. *Above-market earnings on deferred compensation which is not tax-qualified.*

VI. Other compensation, if the aggregate value of all such other compensation (e.g., severance, termination payments, value of life insurance paid on behalf of the employee, perquisites, or property) for the executive exceeds $10,000.

E.3 Integrity and Performance Matters – FAPIIS

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

2. <u>Proceedings about which the award recipient must report</u>. Submit the information required about each proceeding that:
   a. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;
   b. Reached its final disposition during the most recent 5-year period; and
   c. Is one of the following:
      I. A criminal proceeding that resulted in a conviction, as defined in Paragraph 5. of this award term;
      II. A civil proceeding that resulted in a finding of fault and liability and paying a monetary fine, penalty, reimbursement, restitution, or damages of $5,000 or more;
      III. An administrative proceeding, as defined in Paragraph 5. of this award term, that resulted in a finding of fault and liability and grant recipient payment of either monetary fine or penalty of $5,000 or more or a reimbursement, restitution, or damages in excess of $100,000; or
      IV. Any other criminal, civil, or administrative proceeding if:
         (A) It could have led to an outcome described in Paragraph 2.c.I, II, or III of this award term;
         (B) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on the grant recipient's part; and

(C) The requirement in this award term to disclose information about the proceeding does not conflict with applicable laws and regulations.

3. Reporting procedures. Enter in SAM, Entity Management area (formerly CCR), or any successor system, the FAPIIS information that SAM requires about each proceeding described in Paragraph 2 of this award term. The award recipient does not need to submit the information a second time under assistance awards that were received if the recipient already provided the information through SAM (formerly CCR) because the recipient was required to do so under Federal procurement contracts that the recipient was awarded.

4. Reporting frequency. During any period of time when the award recipient is subject to the requirement in Paragraph 1 of this award term, the award recipient must report FAPIIS information through SAM no less frequently than semiannually following the initial report of any proceedings for the most recent 5-year period, either to report new information about any proceeding(s) that the award recipient has not reported previously or to affirm that there is no new information to report.

5. Definitions. For purposes of this award term:

   a. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., SEC Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level. It does not include audits, site visits, corrective plans, or inspection of deliverables.
   b. Conviction, for purposes of this award term, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.
   c. Total value of currently active grants, cooperative agreements, and procurement contracts includes —
      I. Only the Federal share of the funding under any award with a recipient cost share or match; and
      II. The value of all options, even if not yet exercised.

E.4 Audits

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

Ave NW, Room N-4716, Washington, DC 20210. All other audit reports are submitted through the Federal Audit Clearinghouse

The recipient is prohibited from earning a profit resulting from the implementation of this cooperative agreement. As directed in 2 CFR 200.400(g), non-Federal entities may not earn or keep any profit resulting from Federal financial assistance unless explicitly authorized in the Federal Award Terms. Additionally, the provision on profit only applies to WIOA Title 1 programs at 20 CFR 683.295

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

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

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

E.6 Closeout/Final Year Requirements

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

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

Part F: National Policy and Restrictions

F.1 Architectural Barriers

The Architectural Barriers Act of 1968, 42 U.S.C. 4151 et seq., as amended, the Federal Property Management Regulations (see 41 CFR 102-76), and the Uniform Federal Accessibility Standards issued by the U.S. General Services Administration (GSA) (see 36 CFR 1191, Appendixes C and D) set forth requirements to make facilities accessible to, and usable by, the physically handicapped and include minimum design standards. All new facilities designed or constructed with grant support must comply with these requirements.

F.2 Domestic Preferences for Procurements

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

F.3 Drug-Free Workplace

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

F.4 Flood Insurance

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

F.5 Intellectual Property Rights

The Federal Government reserves a paid-up, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use for federal purposes: the copyright in all products developed under the grant, including a subgrant or contract under the grant or subgrant; and any rights of copyright to which the grant award recipient, subrecipient or a contractor purchases ownership under an award (including but not limited to curricula, training models, technical assistance products, and any related materials). Such uses include, but are not limited to, the right to modify and distribute such products worldwide by any means, electronically or otherwise.

Federal funds may not be used to pay any royalty or license fee for use of a copyrighted work, or the cost of acquiring by purchase a copyright in a work, where the DOL/ETA has a license or rights of free use in such work, although they may be used to pay costs for obtaining a copy which is limited to the developer/seller costs of copying and shipping.

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

The following language must be on all workforce products developed in whole or in part with grant funds:

> "*This workforce product was funded by a grant awarded by the U.S. Department of Labor (DOL)'s Employment and Training Administration. The product was created by the recipient and does not necessarily reflect the official position of DOL/ETA. DOL/ETA makes no guarantees, warranties, or assurances of any kind, express or implied, with respect to such information, including any information on linked sites and including, but not limited to, accuracy of the information or its completeness, timeliness, usefulness, adequacy, continued availability, or ownership. This product is copyrighted by the institution that created it*."

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

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

The term "equity" means the consistent and systematic fair, just, and impartial treatment of all individuals, including individuals who belong to underserved communities that have been denied such treatment, such as Black, Latino, and Indigenous and Native American persons, Asian Americans and Pacific Islanders and other persons of color; members of religious minorities; lesbian, gay, bisexual, transgender, and queer (LGBTQ+) persons; persons with

disabilities; persons who live in rural areas; and persons otherwise adversely affected by persistent poverty or inequality.

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

F.7 Personally Identifiable Information

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

F.8 Publicity

Pursuant to P.L. 117-103, Division H, Title V, Section 503, the award recipient is not authorized to use any funds provided under this award—other than for normal and recognized executive–legislative relationships—for publicity or propaganda purposes, for the preparation, distribution or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation, designed to support or defeat legislation pending before the Congress or any state or local legislature or legislative body, except in presentation to the Congress or any state or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any state or local government, except in presentation to the executive branch of any state or local government itself.

F.9 Telecommunications Prohibition

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

Award recipients, including grant and cooperative agreements, and subrecipients are prohibited from obligating or expending loan or grant funds to:

Procure or obtain;

Extend or renew a contract to procure or obtain; or

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

For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any

subsidiary or affiliate of such entities). Including telecommunications or video surveillance services provided by such entities or using such equipment and telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

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

F.10 Veterans' Priority Provisions

The Jobs for Veterans Act (Public Law 107-288) requires award recipients to provide priority service to veterans and spouses of certain veterans for the receipt of employment, training, and placement services in any job training program directly funded, in whole or in part, by the DOL. The regulations implementing this priority of service can be found at 20 CFR Part 1010. In circumstances where an award recipient must choose between two qualified candidates for a service, one of whom is a veteran or eligible spouse, the veterans' priority of service provisions require that the award recipient give the veteran or eligible spouse priority of service by first providing him or her that service. To obtain priority of service, a veteran or spouse must meet the program's eligibility requirements. Award recipients must comply with the DOL guidance on veterans' priority. ETA's TEGL No. 10-09 (issued November 10, 2009) provides guidance on implementing priority of service for veterans and eligible spouses in all qualified job training programs funded in whole or in part by DOL.

F.11 Waste, Fraud and Abuse

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

F.12 Whistleblower Protection

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

the Federal Acquisition Regulation. The award recipient shall insert the substance of this clause in all subawards and contracts over the Simplified Acquisition Threshold.

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

Pursuant to Executive Order (EO) 12928, the award recipient is strongly encouraged to provide subcontracting/subgranting opportunities to Historically Black Colleges and Universities and other Minority Institutions such as Hispanic-Serving Institutions and Tribal Colleges and Universities; and to Small Businesses Owned and Controlled by Socially and Economically Disadvantaged Individuals.

F.14 Executive Order 13043 - Increasing Seat Belt Use

Pursuant to EO 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, the award recipients are encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented, or personally owned vehicles.

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

As clarified by EO 13166, Improving Access to Services for Persons with Limited English Proficiency, dated August 11, 2000, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI, award recipients must take reasonable steps to ensure that LEP persons have meaningful access to programs in accordance with DOL's Policy Guidance on the Prohibition of National Origin Discrimination as it Affects Persons with Limited English Proficiency, 68 FR 32289 (May 29, 2003). Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. Award recipients are encouraged to consider the need for language services for LEP persons served or encountered both in developing budgets and in conducting programs and activities. For assistance and information regarding your LEP obligations, go to LEP.gov.

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

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

F.17 Executive Order 14005 - Ensuring the Future Is Made in All of America by All of America's Workers

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

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

F.18 Salary and Bonus Limitations

Pursuant to P.L. 117-103, Division H, Title I, Section 105, award recipients and subrecipients shall not use funds to pay the salary and bonuses of an individual, either as direct costs or as indirect costs, at a rate in excess of Executive Level II. The Executive Level II salary may change yearly and is located on the OPM.gov website. The salary and bonus limitation does not apply to contractors (vendors) providing goods and services as defined in 2 CFR 200.331. Where States are recipients of such funds, States may establish a lower limit for salaries and bonuses of those receiving salaries and bonuses from subrecipients, taking into account factors including the relative cost-of-living in the State, the compensation levels for comparable State or local government employees, and the size of the organizations that administer Federal programs involved including ETA programs. See TEGL 5-06 for further clarification.

F.19 Harassment Prohibited

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

Unwelcome sexual advances, requests for sexual favors, or offensive remarks about a person's race, color, religion, sex, national origin, age, disability, political affiliation or belief, or citizenship or participation, and other unwelcome verbal or physical conduct

based on one or more of these protected categories constitutes unlawful harassment on that basis(es) when:

Submission to such conduct is made either explicitly or implicitly a term or condition of accessing the aid, benefit, service, or training of, or employment in the administration of or in connection with, any WIOA title I-financially assisted program or activity; or

Submission to, or rejection of, such conduct by an individual is used as the basis for limiting that individual's access to any aid, benefit, service, training, or employment from, or employment in the administration of or in connection with, any WIOA Title I-financially assisted program or activity; or

Such conduct has the purpose or effect of unreasonably interfering with an individual's participation in a WIOA Title I-financially assisted program or activity creating an intimidating, hostile or offensive program environment.

Harassment because of sex includes harassment based on gender identity or sexual orientation; harassment based on failure to comport with sex stereotypes; and harassment based on pregnancy, childbirth, and related medical conditions. Sex-based harassment may include harassment that is not sexual in nature but that is because of sex or where one sex is targeted for the harassment.

Part G: National Prohibitions and Other Restrictions

G.1Contracting with Corporations with Felony Criminal Convictions Prohibited

The award recipient may not knowingly enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that was convicted of a felony criminal violation under any Federal law within the preceding 24 months.

G.2 Contracting with Corporations with Unpaid Tax Liabilities Prohibited

The award recipient may not knowingly enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

G.3 Trafficking in Persons Prohibited

1. This part establishes a government-wide award term for grants and cooperative agreements to implement the requirement in regard to Trafficking in persons.

a. *Provisions applicable to a recipient that is a private entity.*

I. The award recipient, the award recipient’s employees, subrecipients under this award, and subrecipients' employees may not—

(A). Engage in severe forms of trafficking in persons during the period of time that the grant award is in effect; or

(B). Procure a commercial sex act during the period of time that the award is in effect; or

(C). Use forced labor in the performance of the award or subawards under the award.

II. DOL/ETA as the Federal awarding agency may unilaterally terminate this award, without penalty, if the award recipient or a subrecipient that is a private entity —

(A). Is determined to have violated a prohibition in paragraph a.I of this award term; or

(B). Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.I of this award term through conduct that is either—

i. Associated with performance under this award; or

ii. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR Part 2998.

b. *Provision applicable to a recipient other than a private entity.* DOL/ETA as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—

I. Is determined to have violated an applicable prohibition in paragraph a.I of this grant award term; or

II. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.I of this grant award term through conduct that is either—

(A). Associated with performance under this award; or

(B). Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 29 CFR Part 98.

c. *Provisions applicable to any recipient.*

I. The award recipient must inform DOL/ETA immediately of any information the award recipient receives from any source alleging a violation of a prohibition in paragraph a.1 of this grant award term.

II. DOL/ETA right to terminate unilaterally that is described in paragraph a.II or b of this section:

(A). Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and

(B). Is in addition to all other remedies for noncompliance that are available to DOL/ETA under this grant award.

III. The award recipient must include the requirements of paragraph a.I of this award term in any subaward the award recipient make to a private entity.

d. *Definitions.* For purposes of this award term:

I. "Employee" means either:

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

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

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

III. "Private entity":

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

(B). Includes:

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

ii. A for-profit organization.

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

G.4 Health Benefits Coverage for Contraceptives

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

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

G.5 Health Benefits Coverage for Abortions Restricted

Pursuant to P.L. 117-103, Division H, Title V, Section 506 and 507, Federal funds may not be expended for health benefits coverage that includes coverage of abortions, except when the pregnancy is the result of rape or incest, or in the case where a woman suffers from a physical disorder, physical injury, or physical illness, including a life-endangering physical condition caused by or arising from the pregnancy itself that would, as certified by a physician, place the women in danger of death unless an abortion is performed. This restriction does not prohibit any non-Federal entity from providing health benefits coverage for abortions when all funds for that specific benefit do not come from a Federal source. Additionally, no funds made available through this grant award may be provided to a State or local government if such government subjects any institutional or individual health care entity to discrimination on the basis that the health care entity does not provide, pay for, provide coverage of, or refer for abortions.

G.6 Fair Labor Standards Act Amendment for Major Disasters

Pursuant to P.L. 117-103, Division H, Title I, Section 108, the Fair Labor Standards Act of 1938 (FLSA) will apply as if the following language was added to Section 7 (the Maximum Hours Worked Section). This language specifically relates to occurrences of a major disaster (as declared or designated by the state or federal government) and are applied for a period of two years afterwards. The language is as follows:

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

(B) the term ‘employee employed to adjust or evaluate claims resulting from or relating to such major disaster’ means an individual who timely secured or secures a license required by applicable law to engage in and perform the activities described in clauses (i) through (v) of paragraph (1)(C) relating to a major disaster, and is employed by an employer that maintains worker compensation insurance coverage or protection for its employees, if required by applicable law, and withholds applicable Federal, State, and local income and payroll taxes from the wages, salaries and any benefits of such employees; and
(C) the term ‘affiliate’ means a company that, by reason of ownership or control of 25% or more of the outstanding shares of any class of voting securities of one or more companies, directly or indirectly, controls, is controlled by, or is under common control with, another company.”

G.7 Lobbying/Advocacy Restricted

Pursuant to P.L. 117-103, Division H, Title V, Section 503, no federal funds may be used to pay the salary or expenses of any grant recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or executive order proposed or pending before the Congress or any state government, state legislature or local legislature or legislative body, other than for normal and recognized executive–legislative relationships or participation by an agency or officer of a state, local or tribal government in policymaking and administrative processes within the executive branch of that government.

G.8 Blocking Pornography Required

Pursuant to P.L. 117-103, Division H, Title V, Section 520, no Federal funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography.

G.9 Privacy Act

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

G.10 Procuring Goods Obtained Through Child Labor Prohibited

Pursuant to P.L. 117-103, Division H, Title I, Section 103, no Federal funds may be obligated or expended for the procurement of goods mined, produced, manufactured, or harvested or services rendered, in whole or in part, by forced or indentured child labor in industries and host countries identified by the DOL prior to December 20, 2019. DOL has identified these goods and services at ILAB’s List of Products Produced by Forced or Indentured Child Labor webpage.

G.11 Promotion of Drug Legalization Restricted

Pursuant to P.L. 117-103, Division H, Title V, Section 509, no Federal funds shall be used for any activity that promotes the legalization of any drug or other substance included in Schedule I of the schedules of controlled substances established under Section 202 of the Controlled Substances Act except for normal and recognized executive-congressional communications or where there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance or that federally sponsored clinical trials are being conducted to determine therapeutic advantage.

G.12 Public Communications – Certain Information Requirement

Pursuant to P.L. 117-103, Division H, Title V, Section 505, when issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money, all non-Federal entities receiving Federal funds shall clearly state:

1. The percentage of the total costs of the program or project which will be financed with Federal money;
2. The dollar amount of Federal funds for the project or program; and
3. The percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources.

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

G.13 Purchase of Sterile Needles or Syringes Restricted

Pursuant to P.L. 117-103, Division H, Title V, Section 526, no Federal funds shall be used to purchase sterile needles or syringes for the hypodermic injection of any illegal drug.

EXHIBIT G
COSTS AND PAYMENT TERMS

(attached prior to contract execution)

EXHIBIT H
ADMINISTRATIVE REGULATION.3.41

City of Phoenix

ADMINISTRATIVE REGULATION	A.R. NUMBER 3.41 Revised
	FUNCTION Financial and Purchasing Page 1 of 12
SUBJECT **BUSINESS, CONFERENCE AND TRAINING TRAVEL AND RELATED EXPENSES**	EFFECTIVE DATE January 1, 2020
	REVIEW DATE

Purpose

The City must engage in travel for a variety of reasons. In our complex and highly technical world, sometimes important training is only available outside the state. The training can be technical (computer language and systems, DNA testing, water chemistry, environmental issues, etc.), administrative (Federal program or grant regulations) or regulatory (firefighting or helicopter certification requirements, etc.). Travel is necessary for conferences in which state-of-the-art innovations and practices are shared for improving public service. Sometimes travel is necessary to conduct business (Police Officers who travel to return criminals for trial or to interview witnesses, attorneys who are deposing witnesses or seeking to settle lawsuits, staff inspecting buses or other equipment being manufactured, etc.). In addition, international travel may occasionally be warranted to further economic development goals for the community.

This Administrative Regulation (AR) applies to all City employees, elected officials, board and commission members and non-city employees. Throughout this AR City employees, elected officials, board and commission members and non-city employees are collectively referred to as "travelers."

General Policies

Any approval of business travel, conference or training attendance should include the following considerations:

- All approval processes must be consistent, including travel funded by enterprise funds, special revenue funds, general funds, grant funds or non-City funds.
- Business travel, conference or training events must provide a clear and understandable benefit to the City, our employees and the community. If the training or travel did not take place, how would the City be disadvantaged?
- If several potential travelers need the same training, would it be more cost effective to bring in a trainer? Would other departments benefit from this type of training?
- Generally, attendance at professional organization conferences should occur when attendees are active within that organization. Attendance at executive board meetings of professional organizations should occur when the organization is clearly related to the attendee's usual professional duties.
- Is equivalent training available through Employee Development or a local vendor?
- Is the specific training session or conference appropriate for the person attending? If unsure, departments should consult with the Human Resources Department

Required Approvals

At a minimum, all budgeted travel including requests to travel, estimated expenses, cash advances and final expense reports must be approved by the department/function head. His or her appointed "acting" department/function head may approve when the department/function head is unavailable. If the traveler is at a department/function head level or higher the travel must be approved by his/her immediate supervisor.

The City's four largest departments – Police, Parks, Fire and Water - will be allowed an exception to this rule. Because these departments each have large workforces assigned to multiple employee worksites, they are permitted, but not required, to name a specific employee to be the assigned alternate to the department head for purposes of this administrative regulation. The name of the employee filling this role must be provided to the City Manager's Office, Finance and Human Resources departments.

Travelers must file all travel documents – requests, travel authorization memo, expenses, cash advances, final expense reports – with their assigned department (the department that directly pays the employee or elected official's salary). Board and commission members and non-city employees must file their travel documents with the sponsoring department. All travel expenses paid for with City funds will be charged to the traveler's assigned department.

Additional approvals may be required depending on the total cost and location of the event as specified below.

Travel Matrix				
Type of Travel	Approval Required			
	Division Head	Dept. Head	Assist. City Mgr. or Deputy City Mgr.	City Manager
In-State Travel	X	X		
Out-of-State Day Trip Only	X	X		
Police Investigation/ Extradition	X	X		
Subpoena (PD), Police Recruitment (PD)	X	X		
Fire Call Out	X	X		
All Costs Paid by Outside Agency	X	X	X	
Out-of-State Overnight	X	X	X	
International Travel, including US Territories Alaska and Hawaii	X	X	X	X
Travel for which the total cost per person (estimated and/or actual) is above $2,000	X	X	X	
Travel Which Exceeds $4,000	X	X	X	X
Unbudgeted Travel	X	X	X	
All Costs paid by Outside Agency/ Out-of-State Overnight/ Travel above $2,000/Unbudgeted Travel, for departments who report to the City Manager	X	X		X

- All travel outside the continental United States requires the City Manager's approval. This includes travel to Alaska, Hawaii, Puerto Rico, Guam and any foreign country.
- All travel for which the total cost per person (estimated and/or actual) is above $4,000 requires the City Manager's approval.
- All travel for which the total cost per person (estimated and/or actual) is above $2,000 requires the approval of the Assistant City Manager or Deputy City Manager.
- All unbudgeted travel requires the approval of the Assistant City Manager or Deputy City Manager. Departments that become aware of the need for multiple unbudgeted trips can submit a memo to the City Manager or designee asking for approval for all such trips. The reason for these trips must be clearly explained, cost estimates must be provided, and a travel authorization form must be completed for each trip at the time of travel.
- When the City Manager is out of town, or otherwise unavailable, an Assistant City Manager can provide necessary approvals in his place.
- All travel requiring the City Manager or his designee's approval must be accompanied by a memo specifying the circumstances requiring such an approval.

Travel Authorization Form(s) – City Funded Travel

- Attendance at training or other professional development events which occur within Maricopa County, for which only registration costs are incurred, is not considered "travel." The authorization and reimbursement form for these events is the "In-County Registration form." The Business Travel, Conference and Out-of-County Training form should not be used.
- Events outside Maricopa County are considered "travel" and require the Business Travel, Conference and Out-of-County Training form.
- All employees traveling on "City Business" or "City Authorized Education" time, and all other travelers must complete a Business Travel, Conference and Out-of-County Training form regardless of City funding source and submit the complete pre-travel packet to the Finance Department, along with a travel authorization memo. This includes travel funded with Management Development and/or Employee Development funds.
- The proper form(s) must be completed with all appropriate expense estimates and all required signatures prior to the travel taking place. A complete conference agenda or full description of the training program/event must be attached.
- The same manager(s) that approved the travel prior to its taking place must also review and approve the completed Business Travel, Conference and Out-of-County Training form upon the traveler's return.

Department Travel Budgets

Departments will be provided an annual budget for business travel, conferences and training based upon their unique requirements. Throughout the year, departments should monitor their travel and training expenditures to ensure that approved allocations are not exceeded. If the budgeted allocation has been spent, and additional travel is necessary, authorization by the City Manager or his designee is required. The memo requesting authorization to exceed the travel budget must also specify where available funding exists. Carrying over or encumbering unused travel funds is not permitted.

Non-City Funded Travel

Business travel, conferences or training funded with non-City resources for any part of the total cost also require Assistant City Manager or Deputy City Manager approval. Non-City resources include any funds that do not flow through the City's SAP accounting system; this includes travel paid for by vendors or professional organizations such as IPMA or ICMA. For purposes of this AR, "vendor" is defined as any individual or organization whose primary business is to sell goods or services.

If non-City resources pay all costs, the Business Travel, Conference and Out-of-County Training form is not required. However, a memo with the Assistant City Manager or Deputy City Manager approval must be submitted to the Finance Department and a copy retained by their assigned department, in case questions arise about the trip.

Employees, elected officials, board and commission members and/or non-city employees attending a local, in-county training session or event sponsored by another government agency (e.g. City of Glendale, FBI) or one of the City's employee groups (e.g. ASPTEA, PLEA) do not need City Manager or designee approval. For these in-county, no-cost training sessions where City Business or Education time is used, approved leave is required.

City Employee Participation in Third Party Conferences, Events or Activities

The City, at the sole discretion of the department head or above, may allow staff to attend a conference or other meeting, where a third party has offered to pay the employee's travel costs, not to exceed the City's daily rates for meals. Any appearance of a conflict of interest must be avoided.

For the purposes of this section, a "third party" is defined as any person or entity, public or private, other than the City or the employee. Travel costs may include airfare, lodging, transportation, meals and incidentals, or appearances, public events or ceremonies related to official City business. An employee may participate in all events hosted by the conference organizers as part of the scheduled activities and paid admission. City employees may participate in a dinner hosted and paid for by a third party at a conference as long as all attendees have an equal opportunity to participate in the event and attendance at the dinner does not create, or appear to create, a conflict of interest. Optional activities not included with the conference registration, such as golf or tickets to an entertainment event, cannot be accepted.

Except for conference registration and travel-related costs described above, City employees also are not allowed to accept "honoraria," defined as gifts or money for participating in speaking engagements, lectures, conferences, or a panel while representing the City. Employees may accept incidental items, such as coffee mugs, t-shirts, or pens, only if such items are offered to all attendees and as long as their individual value does not exceed $50. Employees also may accept prizes or raffle drawings, as long as the opportunity to win the prize or drawing was offered to all attendees.

Non-exempt Employees

If non-exempt employees are conducting business travel or attending a conference or training, departments may need to discuss the potential for overtime pay with the Human Resources Department. Overtime costs must be considered when estimating the total travel costs.

Estimated Expenses

The Business Travel, Conference and Out-of-County Training form requires that the purpose of the event, destination, the beginning and ending dates of the official leave, the beginning and ending dates of the event/conference/training and an estimate of costs be provided prior to travel commencing.

The final approving authority will review all estimated expenses for reasonableness. Approved limits for domestic hotel costs and meal expenses are provided in the City's Rate Schedule at https://cityofphoenix.sharepoint.com/sites/finance/administration/controllers-office. Also, lodging and meal expenses may exceed the City's Rate Schedule when packaged as part of an approved conference or training session. Refer to the "Expenses Eligible for Reimbursement" section. Estimates for tips are limited to 20% for meals and taxis, and a combined $5 per day for baggage handling/room cleaning service.

Pre-payment of Airfare, Registration and Lodging

Generally, the Finance Department will pay airfare and/or registration fees, including conference-sponsored meals directly to the travel agency, conference or training vendor. However, in order to maximize savings to the City, travelers may elect to pay airfare, registration and/or lodging expenses directly and be reimbursed. Often less expensive airline and lodging rates are available online and require payment at time of booking. Many conference registrations are also available online. However, keep in mind that travel expenses for many departments are the only opportunity to use M/W/SBE companies for purchasing. Check with your department before making any reservations online.

To receive reimbursement for these expenses prior to traveling, submit the receipt, Payment Control Document (PCD), the approved Business Travel, Conference and Out-of-County Training form and a complete pre-travel packet to the Finance Department.

Post-travel Requirements

Within five business days upon return from the event, the traveler must finalize the Business Travel, Conference and Out-of-County Training form and forward it to the traveler's department fiscal staff. The department then has five business days to submit the form, verifying attendance and reporting any additional actual expenses, to the Finance Department. Post-travel that exceeds the original travel estimate by 10% or more, must be approved by the City Manager or designee.

Event Cancellation

In the event that the meeting, training or conference is cancelled, and the traveler has been reimbursed, the traveler is responsible for returning the funds received to the City within 5 business days.

Cash Advance Payments

If, in the judgment of the approving authority, the estimated expense for an event is too high to expect the traveler to finance it and receive reimbursement upon return, a cash advance payment of the estimated amount may be made to the traveler. This advance may include meals, ground transportation and lodging expenditures. Whenever possible, the Finance Department will pay airfare and/or registration fees, including conference-sponsored meals, directly to the travel agency, conference or training vendor.

All employees, elected officials, board and commission members or non-city employees are eligible for cash advance payments, unless there is a past due outstanding travel claim or an advance for a previous travel claim that has not been settled. No cash advance payments will be made without a payment request, the Business Travel, Conference and Out-of-County Training form properly completed, the travel authorization memo with all required approvals, and a completed pre-travel packet.

After receiving approval to attend a business meeting, conference or training event, the department should execute a PCD for the amount of the advance. The PCD should be submitted with the approved Business Travel, Conference and Out-of-County Training form, the travel authorization memo and a completed pre-travel packet to the Finance Department at least seven business days before the check is needed. The Finance Department will not release a cash advance more than five business days before the departure date, unless specifically authorized by the City Manager or designee.

Reimbursement procedures, described later in this AR, also apply to cash advance payments. Justification and approval of expenditures are necessary. A cash advance does not constitute final approval for expenses. Unused portions must be returned. Also, cash advances, under certain circumstances, are taxable under the IRS code. Advances using Employee Development Funds are not permitted.

Expenses Ineligible for Reimbursement

Items specifically prohibited from reimbursement include:

- Alcoholic beverages.
- Meals or beverages purchased in-county before or after travel.
- Personal Items – including, but not limited to, toiletries, laundry/dry cleaning not meeting the requirements listed below, mini-bar purchases, snacks and vending machine purchases.
- Entertainment – including, but not limited to, in-room movies and recreational activities arranged by a conference or training provider (e.g. golf or museum tours).
- Personal telephone and/or Internet use.
- Non-City Traveler Expenses – pre-payments and/or reimbursements for expenses associated with members of the traveler's family who accompany the traveler.
- Travel Insurance.
- Optional or special events not covered by the event registration.

Expenses Eligible for Reimbursement

The following list of expense classifications is for information to determine allowable reimbursements under this AR. The list is a guide and is not all-inclusive. The City Manager or designee has discretion to approve other expenses in unusual circumstances.

Travelers should demonstrate good judgment in the matter of business expenses and have proper regard for economy when conducting business away from the City.

- Registration – fees charged for registration at appropriate training events, conferences, or meetings are allowable expenses. A receipt or some other proof of payment and a copy of the conference or training program documenting the fees and included meals must be provided with the Business Travel, Conference and Out-of-County Training form and travel-packet.

- Transportation – receipts for transportation expenditures must be maintained and submitted for reimbursement. Receipts are to clearly indicate the payment. No allowances will be made in excess of the actual cost of transportation.

    - Air Transportation – economy or coach class airline fares, or equivalent are standard transportation costs for out-of-state events. Premium economy airfare may be purchased for international flights over six hours, subject to City Manager approval. Early-bird fees and/or other additional expenses are not reimbursable.

    - Ground Transportation at Travel Destination – expenses for ground transportation at the travel destination (taxis, cars for hire, shuttles or subways/trains) are reimbursable when traveling by air, rail, or bus.

    - Mileage for personal vehicle use between home and the airport is not a reimbursable expense.

    - Use of Personal Vehicle – for the traveler's safety, the use of personal vehicles for out-of-state business meetings, conferences, or training is discouraged. However, the approving authority may authorize the use of personal vehicles when use of commercial transportation or City vehicles is not available or is not practical.

      Reimbursement for use of a personal vehicle is limited to the current per mile rate authorized by the Internal Revenue Service and will not be more than the cost of economy airfare to the same out-of-state destination. Either mileage or fuel may be reimbursed (not both). In estimating the cost of using a personal vehicle, parking at the destination city must be included. Travelers must receive prior approval from their department to use personal vehicles on City business. A map print-out of the miles traveled is to be included as proof of mileage (i.e.: MapQuest). Travelers receiving a monthly transportation allowance will not be reimbursed for in-county business use of their personal vehicle.

    - Rental Vehicles – rental vehicles are to be authorized only when their use is less expensive than using taxis, cars for hire, shuttles or subways/trains. In estimating the cost of a rental vehicle, parking at the destination city must also be included. Exceptions to this policy can be approved by the traveler's department head and must be requested prior to any travel.

      When renting a car on City business, travelers should name the City of Phoenix as the lessee. Additional insurance coverage, in particular, "collision damage waivers," should

not be purchased since the City's Self-Insurance Program provides liability coverage for accidents in the course and scope of employment. A Self-Insurance Confirmation Letter may be obtained at http://insidephx/formlist. Additionally, it provides coverage for damage to the rental vehicle while in the care, custody or control of the City traveler. The City will not reimburse expenses for additional insurance coverage acquired from the car rental company. Fuel purchased for the use of the rental vehicle is also reimbursable, as are hotel parking charges.

- City Vehicle – a notation on the expense report should note that a "City vehicle" was used. Any expenses involved (i.e. gas or emergency repairs) are reimbursable only with receipts. AR 6.11 cites the regulations concerning the use of City-owned vehicles on City business. Fuel purchased for the use of a City vehicle is also reimbursable.

- Airport Parking – the City will reimburse airport parking charges up to the standard Sky Harbor Economy Parking Lot rate per travel day regardless of parking facility used. This rate can be found at https://cityofphoenix.sharepoint.com/sites/finance/administration/controllers-office.

- Taxi Services (between home and airport) – Usage of shuttles, taxis, ride sharing services, Light Rail, (or similar business provider) will be reimbursed up to the total allowable amount for airport parking, at the standard Sky Harbor Economy Parking Lot rate.

  Example: If you are in travel status for 3 days and you park your vehicle at the airport, or a nearby parking facility and the Sky Harbor Economy Parking Lot rate is $12 per day, you are entitled to be reimbursed up to $36 for parking. Using the same scenario but you prefer to use a form of taxi service, (combination of services to and from the airport) you are entitled to be reimbursed up to $36. Please remember that receipts for transportation expenditures must be submitted for reimbursement and any amount over the number of allowable travel days is not reimbursable.

- Lodging – reimbursement for hotel accommodations is limited to the City's Lodging Rate Schedule amounts, plus taxes, for the destination city in the U.S. The City Lodging Rate schedules have been prepared for locations within the U.S. and internationally and the rates can be found at https://cityofphoenix.sharepoint.com/sites/finance/administration/controllers-office . Departments that know they will be sending travelers several times to the same destination are encouraged to negotiate with a hotel in the destination city for better rates. The number of lodging nights eligible for reimbursement cannot exceed the number of full days of scheduled training, business meetings or conference educational content.

  When lodging is part of the conference or training package, room rates more than the City's Lodging Rate Schedule are authorized. For safety reasons, travelers are encouraged to stay at the conference or training host hotel. When accompanied by a spouse or family member, the City will reimburse the single room rate for lodging. The traveler is responsible for the difference in the rates. Overnight lodging for in-state activities outside Maricopa County is authorized if there is a scheduled evening event.

- Meals – reimbursement for meals, including taxes and gratuities, is limited up to the City's daily rate and the individual meal breakdown for the destination city can be found at https://cityofphoenix.sharepoint.com/sites/finance/administration/controllers-office. Receipts are not required, unless it is mandated by the funding source, i.e. State grant funds, etc.

Meals prepaid by the City and included in the event registration fees can exceed City daily rate amounts for each individual meal. However, any time meals have been prepaid by the City, whether provided by the event and/or hotel (excluding continental breakfast), alternative meals will not be reimbursed (except for those needed due to dietary restrictions). Alcoholic beverage expenses are never reimbursable. The number of days' meals are eligible for reimbursement equals the number of full days of scheduled training, business meetings or conference educational content. For days of departure involving an overnight stay, the meal and incidental reimbursement limitation is 75% of the full day rate in effect for that day's final destination (where one will sleep for the night); for days of return, the meal and incidental limitation is 75% of the full day rate for the location in which the traveler stayed the previous night. If meals are provided to the traveler on departure or return days, the reimbursement limits will be reduced by the amounts set forth in the City's Meal & Incidental Expense Rate table, by meal. For training and conference events within Maricopa County, meal expenses not included as part of the conference or training program are not reimbursable. Itemized receipts are not required by the Finance Department for reimbursement.

- Dry cleaning and laundry – costs for dry cleaning or laundry expenses incurred on trips of at least eight days are eligible for reimbursement *on or after the fifth day of travel.* Receipts are required. No dry cleaning or laundry expenses incurred within the first four days of travel will be reimbursed.

- Gratuities – up to 20% of the pre-tax bill is authorized for meals and ground transportation. Baggage handling and/or cleaning service are authorized up to a combined $5 per day. Receipts for taxi, baggage handling and/or cleaning service gratuities are not required. However, tips not paid must not be submitted for reimbursement. The City's daily rate meal amount limits include taxes and gratuities.

- Telephone and Internet Use – travelers should use good judgment when making long distance business calls or using the Internet while away on City business. For example, it may be less expensive to use a personal cell phone rather than the hotel phone. Travelers should also be aware of cheaper rate hours and call during those times if possible. As noted earlier, only business-related use of the Internet is reimbursable.

- Upgrades – travelers may upgrade meals, lodging and/or airfare at their own expense. The base amount eligible for reimbursement by the City and the separate upgraded amounts paid by the traveler must be clearly shown. In addition, information explaining how the base amount was determined must be included.

- International Exchange Rates – the traveler should attempt to document the exchange rate paid through credit card receipts. If that is not possible then a default source for exchange rates, such as www.x-rates.com or www.oanda.com, should be used.

- Miscellaneous – supplies, courier and mailing fees or other unexpected expenses are to be claimed separately, using an Employee Expense Reimbursement Form.

Reporting Business, Training or Conference Expenses

The expense portion of the Business Travel, Conference and Out-of-County Training form shall be filed with the Finance Department no later than 10 business days after returning to work for either (a) reimbursement of expenditures or (b) settlement of a business meeting, training or

conference expense pre-payment or cash advance. This includes documentation of expenses day by day. Attach expense receipts to the Business Travel, Conference and Out-of-County Training form as documentation.

A post-travel packet must be filed with the Finance Department regardless of funding source (grants, EDF, MDF).

If a receipt for a minor expense such as parking is lost, the traveler may submit an affidavit along with their Business Travel, Conference and Out-of-County Training form to the Finance Department. The affidavit must indicate which specific expense does not have a receipt, and must be signed by the traveler's department head. Duplicate receipts can be obtained for hotel, air transportation and car rental expenses so, generally, affidavits will not be accepted for these items. It is expected that the affidavit method will be the exception, and the Finance Department will ensure it is not misused. Receipts are not required for baggage handling, cleaning service or taxi gratuities.

The approving authority will be responsible for the timely completion and submission of authorization forms for subordinates. The approving authority will check the final expense report statement for reasonableness and compare actual lodging and meal expenses to the City's Lodging Rate Schedule and the City's daily meal amounts for the destination city. No reimbursement will be made, or account settled until proper approvals have been received. Generally, expenses for lodging above the City's Lodging Rate Schedule and meals above the City's daily amount will not be reimbursed. Exceptions include lodging at the conference hotel and meals sponsored by the conference. If total expenses exceed the budgeted amount allowed for the event by more than 10%, approval must be obtained from the City Manager or designee. After all applicable approvals have been obtained, the report should be submitted to the Finance Department.

The Finance Department will review the expenses and receipts, check accuracy and general reasonableness, check for proper approvals, and process the final expense report for payment. The Finance Department will report submissions that do not conform to this AR to the appropriate department. The Finance Department is not responsible for making corrections.

Settlement of Cash Advance Payments

If a traveler accepted a cash advance, a settlement must be made based on actual expenses paid. If actual expenses are less than the estimated amount, the traveler will write a check payable to the City of Phoenix for the unused balance and submit it with the Business Travel, Conference and Out-of-County Training form. This repayment must be made within 10 business days of returning to work. If actual expenses exceed the estimate, with appropriate approvals, the City will reimburse the traveler. The traveler will not be eligible for a cash advance if there is an outstanding travel claim or an advance for a previous travel claim that has not been settled.

Again, cash advance payments do not constitute approval to spend the entire amount advanced. All actual expenditures must be justified, meet the requirements of this AR and be accompanied by receipts, where required. Normally, reimbursements occur within five business days after the Finance Department receives and approves the expense report and hardcopy PCD.

Reimbursement by an Outside Agency

When authorization for an event is secured on the basis of reimbursement of expenses to the City by an outside agency, the department shall be responsible for indicating this fact on the Business Travel, Conference and Out-of-County Training form and for also obtaining reimbursement and applicable supporting documentation. The Finance Department shall be responsible for monitoring the receipt of such reimbursements to maintain an adequate audit trail of the transaction.

Other Business Meals and Expenses

Meetings should not include meals if at all possible to avoid expenses to the City. However, the City may reimburse its employees for meal expenses incurred for meetings arranged to conduct City business with non-City personnel. Reimbursement of expenditures is intended to be limited and should not be considered an "expense account." Significant City business should be conducted to merit the City payment for the City employee(s) and non-City personnel. These expenditures are most appropriate where an individual or a group of people is giving their personal time or business time to accomplish a City project or objective.

Employees may also participate in periodic or rotating business functions hosted by other agencies at which a meal is served when the meeting is scheduled during a time of day when breakfast, lunch or dinner occurs. City employees also may accept food or refreshments, such as a sandwich or juice and bagels, on infrequent occasions in the ordinary course of a breakfast, lunch or dinner meeting or other meeting where an employee may properly be in attendance.

City employees may not accept a "one-on-one" meal from a third party, regardless of the cost of the meal. "One-on-one" meals may include any situation where one or more third parties host one or a very small number of employees with or without their spouses or partners at a restaurant or private club where the meal is purportedly the reason for the individuals to meet at that time. City employees are prohibited from submitting reimbursement forms for meals, entertainment or other incidentals incurred where only City employees are present. Additionally, expenses for alcoholic beverages will not be reimbursed.

Violations of This Administrative Regulation

- Travelers and/or the approving manager may be disciplined for violating this AR.

- Departments that have significant or repeated violations of travel regulations will be placed on travel probation and will have the travel budget for the department reduced or eliminated.

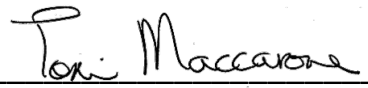
Interpretations of This Administrative Regulation

The Finance and Budget and Research Directors will confer and resolve any issues related to administering or interpreting this AR.

Exceptions for Special Circumstances or Needs

The City Manager may grant specific exceptions or make modifications to the provisions of this AR for a specific travel event, when, in his judgment, it is in the best interest of the City to do so. This includes employees who request reasonable accommodation due to a disability, exceptions due to unique safety concerns and other exceptional employee circumstances. Such exceptions or modifications will be in writing and attached to all other travel forms required in this AR. Exceptions and modifications will apply on a case-by-case basis only. Any other exceptions or modifications will require a revision to this AR.

Ed Zuercher, City Manager



By: Toni Maccarone
Acting Deputy City Manager