

ADDITIONAL ASSURANCES

SUMMARY: This Exhibit identifies the various laws and regulations that must be adhered to by WIOA Subrecipients and pass through entities (PTE).

SUBSTANCE: Adherence to Specific Laws:

- A. The Subrecipient assures that it and its subrecipients, as a condition to the award of financial assistance under WIOA from USDOL, with respect to operation of the WIOA-funded program or activity and all agreements or arrangements to carry out the WIOA-funded program or activity, will comply fully with the nondiscrimination and equal opportunity provisions of WIOA Section 188, Nondiscrimination, and 29 CFR Part 38, Implementation of the Nondiscrimination and Equal Opportunity Provisions of the Workforce Innovation and Opportunity Act and provisions of the following laws:
- Section 188 of WIOA, which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, or political affiliation or belief, or against beneficiaries on the basis of either citizenship status or participation in any WIOA Title I-financially assisted program or activity.
 - The Subrecipient assures that it and its subrecipients Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color and national origin.
 - Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities.
 - The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age.
 - Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

The Subrecipient and its subrecipients also assures that as a recipient of WIOA Title I financial assistance, it will comply with 29 CFR Part 38 and all other regulations implementing the laws listed above. This assurance applies to the Subrecipient's operation of WIOA Title I-financially assisted program or activity, and to all agreements the Subrecipient makes to carry out the WIOA Title I-financially assisted program or activity. The Subrecipient understands that the United States has the right to seek judicial enforcement of this assurance. The assurance is considered incorporated by operation of law in the grant, cooperative agreement, contract or other arrangement whereby Federal financial assistance under Title I of WIOA is made available, whether it is explicitly incorporated in such document and whether there is a written agreement between the Department and the recipient, between the Department and the Governor, between the Governor and the recipient, or between recipients. The assurance also may be incorporated in such grants, cooperative agreements, contracts, or other arrangements by reference.

- B. The Subrecipient assures that it and its subrecipients shall not use Federal funds to enter into or renew a contract that includes a provision for drug coverage unless the contract includes a provision for contraceptive coverage, pursuant to Pub. L. 115-141, Division E, Title VII, Section 726. Exemptions to this requirement apply to contracts with 1) the religious plans of Personal Care's HMO and OSF Health Plans, Inc. and 2) any existing for future plans if the carrier for the plan objects to such coverage on the basis of

religious beliefs. 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 contraceptive because such activities would be contrary to the individual's religious beliefs or moral convictions. Nothing in this term shall be construed to require coverage of abortion or abortion related services.

- C. The Subrecipient assures that it and its subrecipients shall comply with the Privacy Act of 1974 (Pub. L. 93-579, as amended). These funds cannot be used in contravention of 5 U.S.C. 552a, Records Maintained on Individuals, or regulations implementing that section.
- D. The Subrecipient assures that it and its subrecipients shall comply with requirements of the Americans with Disabilities Act of 1990 (Pub. L. 101-336, as amended), and the Americans with Disabilities Act Amendments Act of 2008 (Pub Law 110-325) and associated Code of Federal Regulations as applicable to the entity directly or indirectly as recipients of contracted funds from the State of Missouri.
- E. The Subrecipient assures that it and its subrecipients shall comply with the Drug Abuse Prevention, Treatment, and Rehabilitation Act (Pub. L. 92-255, as amended), relating to nondiscrimination on the basis of drug abuse; the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970 (Pub. L. 91-616, as amended), relating to nondiscrimination on the basis of alcohol abuse or alcoholism; the Public Health Service Act (42 U.S.C. 290dd-1, Admission of Substance Abusers to Private and Public Hospitals and Outpatient Facilities, and 42 U.S.C. 290dd-2, Confidentiality of Records, as amended), relating to discrimination in program eligibility and confidentiality of alcohol and drug abuse patient records; Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.) as amended, relating to nondiscrimination in the sale, rental or financing of housing; any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and the requirements of any other non-discrimination statute(s) which may apply to the application.
- F. The Subrecipient assures that it and its subrecipients shall comply with the Requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Pub. L. 91-646) which provides for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
- G. The Subrecipient assures that it and its subrecipients shall comply with provisions of the Hatch Act, as amended, (5 U.S.C. Chapter 15, Political Activity of Certain State and Local Employees, and 5 U.S.C. Chapter 73, Subchapter III, Political Activities, Sections 7324–7326), which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
- H. The Subrecipient assures that it and its subrecipients shall comply as applicable, with the provisions of the Davis-Bacon Act, as amended (40 U.S.C. 3141-3148), as supplemented by 29 CFR Part 5, Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act); the Copeland Anti-Kickback Act (18 U.S.C. 874, Kickbacks from Public Works Employees, and 40 U.S.C. 3145, Regulations Governing Contractors and Subcontractors), as supplemented by 29 CFR Part 3, Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in

Part by Loans or Grants from the United States; and the Contract Work Hours and Safety Standards Act (Pub. L. 87-581, as amended at 40 U.S.C. Chapter 37, Contract Work Hours and Safety Standards), regarding labor standards for federally assisted construction subagreements.

- I. The Subrecipient assures that it and its subrecipients shall comply as applicable with the Flood Insurance Purchase Requirements of Section 102(A) of the Flood Disaster Protection Act of 1973 [Pub. L. 93-234, as amended at 42 U.S.C. 4012a(a), Flood Insurance Purchase and Compliance Requirements and Escrow Accounts, and supported by 44 CFR 59.2] which require recipients in a special flood hazard area to participate in the National Flood Insurance Program and to purchase flood insurance for any acquisition or construction purposes involving federally related financial assistance. The Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 4001 et seq., provides that no Federal financial assistance to acquire, modernize, or construct property may be provided in identified flood-prone communities in the United States, unless the community participates in the National Flood Insurance Program and flood insurance is purchased within one (1) year of the identification. The flood insurance purchase requirement applies to both public and private applicants for USDOL support. Lists of flood-prone areas that are eligible for flood insurance are published in the Federal Register by the Federal Emergency Management Agency (FEMA).
- J. The Subrecipient assures that it and its subrecipients shall comply with Environmental standards that may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (Pub. L. 91-190) and Presidential Executive Order (EO) 11514 (March 5, 1970), Protection and Enhancement of Environmental Quality; (b) notification of violating facilities pursuant to EO 11738 (September 10, 1973), Providing for Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants or Loans; (c) protection of wetlands pursuant to EO 11990 (May 24, 1977), Protection of Wetlands; (d) evaluation of flood hazards in flood plains in accordance with EO 11988 (May 24, 1977), Floodplain Management; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et. seq.); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (Pub. L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (Pub. L. 93-205).
- K. The Subrecipient assures that it and its subrecipients shall comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
- L. The Subrecipient assures that it and its subrecipients shall assist the WDB/OWD in assuring compliance with Section 106 of the National Historic Preservation Act (Pub. L. 89-665), as amended at 54 U.S.C. 306108, Effect of undertaking on Historic property, and EO 11593 (May 13, 1971), Protection and Enhancement of the Cultural Environment.
- M. The Subrecipient assures that it and its subrecipients shall comply with The National Research Service Award Act of 1974 (Pub. L. 93-348) regarding the protection of human subjects involved in research, development, and related activities supported by the Contract Agreement.

- N. The Subrecipient assures that it and its subrecipients shall comply with the Laboratory Animal Welfare Act (Pub. L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm-blooded animals held for research, teaching, or other activities supported by the Contract Agreement.
- O. The Subrecipient assures that it and its subrecipients shall comply with EO 13333, (March 16, 2004), Amending Executive Order 13257, to implement the Trafficking Victims Protection Reauthorization Act of 2003. The Contract Agreement may be terminated without penalty, if the grantee or any subgrantee, or the Subrecipient or any subrecipient engages in: “(i) severe forms of trafficking in persons; (ii) the procurement of a commercial sex act during the period of time that the grant, contract, or cooperative agreement is in effect; (iii) the use of forced labor in the performance of the grant, contract, or cooperative agreement; or (iv) acts that directly support or advance trafficking in persons.” (22 U.S.C. § 7104(g))
- P. Pursuant to EO 13043 (April 16, 1997), Increasing Seat Belt Use in the United States, the Subrecipient and its subrecipients are encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented, or personally owned vehicles.
- Q. Pursuant to EO 13513 (October 1, 2009), Federal Leadership on Reducing Text Messaging While Driving, recipients and subrecipients are encouraged to adopt and enforce policies that ban text messaging while driving company-owned or -rented vehicles or Government-owned, Government-leased, or Government-rented vehicles, or while driving privately-owned vehicles when on official Government business or when performing any work for or on behalf of the Government. Recipients and subrecipients are also encouraged to conduct initiatives of the type described in section 3(a) of this order.
- R. Pursuant to EO 12928, Promoting Procurement with Small Businesses Owned and Controlled by Socially and Economically Disadvantaged Individuals, historically black colleges and universities, and minority institutions, September 16, 1994, the Subrecipient and its subrecipients are strongly encouraged to provide subcontracting/subgranting opportunities to Historically Black Colleges and Universities and other Minority Institutions such as HispanicServing Institutions and Tribal Colleges and Universities; and to Small Businesses Owned and Controlled by Socially and Economically Disadvantaged Individuals.
- S. As clarified by EO 13166, Improving Access to Services for Persons with Limited English Proficiency, August 11, 2000, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352, as amended), Subrecipients and their subrecipients must take reasonable steps to ensure that LEP persons have meaningful access to programs in accordance with USDOL’s Revised Guidance to Federal Financial Assistance Recipients Regarding the Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons (68FR32290, May 29, 2003). Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. Subrecipients and their subrecipients are encouraged to consider the need for language services for LEP persons served or encountered both in developing budgets and in conducting programs and activities. For assistance and information regarding your LEP obligations, go to <https://lep.gov>.

- T. The Subrecipient assures that it and its subrecipients shall comply with USDOL Training and Guidance Letter (TEGL) 37-14, Update on Complying with Nondiscrimination Requirements: Discrimination Based on Gender Identity, Gender Expression and Sex Stereotyping are Prohibited Forms of Sex Discrimination in the Workforce Development System (May 29, 2015), which prohibits discrimination based on gender identity, gender expression, and sex stereotyping. Training and Employment Guidance Letter 37-14 is available at https://wdr.doleta.gov/directives/corr_doc.cfm?DOCN=3902.
- U. The Subrecipient and its subrecipients shall comply with The Architectural Barriers Act of 1968, 42 U.S.C. 4151 et seq., as amended, the Federal Property Management Regulations (41 CFR Part 102-76), and the Uniform Federal Accessibility Standards issued by General Services Administration (GSA) (see 36 CFR Part 1191, Appendixes C and D) set forth requirements to make facilities accessible to, and usable by, the physically handicapped and include minimum design standards. All new facilities designed or constricted with grant support must comply with these requirements. In addition, facility signage for persons with disabilities must conform with the U.S. Department of Justice's Americans with Disabilities Act (ADA) Standards for Accessible Design, pursuant to 29 CFR 38.13.
- V. Pursuant to 15 U.S.C. 2225a, Fire Prevention and Control, Review, the Subrecipient and its subrecipients must ensure that all space for conferences, meetings, conventions or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act of 1990 (Pub. L 101-391, as amended). Subrecipients and their recipients may search the Hotel Motel National Master List at <https://apps.usfa.fema.gov/hotel/> to see if a property is in compliance, or to find other information about the Act.
- W. The Subrecipient assures that it and its subrecipients shall comply with the Jobs for Veterans Act (JVA; Pub. L. 107-288 (38 USC 4215), as implemented by 20 CFR Part 1010, and USDOL Training and Guidance Letter No. 10-09, "Implementing Priority of Service for Veterans and Eligible Spouses in all Qualified Job Training Programs Funded in whole or in part by the U.S. Department of Labor," November 10, 2009. The JVA requires recipients to provide priority of service to veterans and spouses of certain veterans for the receipt of employment, training, and placement services in any job training program directly funded, in whole or in part, by USDOL. The regulations implementing this priority of service can be found at 20 CFR Part 1010. In circumstances where a grant recipient must choose between two (2) qualified candidates for a service, one of whom is a veteran or eligible spouse, the veterans priority of service provisions require that the grant recipient give the veteran or eligible spouse priority of service by first providing him or her that service. To obtain priority of service a veteran or spouse must meet the program's eligibility requirements. Recipients must comply with USDOL guidance on veterans' priority. Employment and Training Administration 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 USDOL. TEGL No. 10-09 is available at http://wdr.doleta.gov/directives/corr_doc.cfm?DOCN=2816.
- X. The Subrecipient assures that it and its subrecipients shall comply with RSMo, "Employment of unauthorized aliens prohibited—federal work authorization program, requirements for participation in—liability of contractors and subcontractors."

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

- This Certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this Certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352, Limitation on use of Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions. Any person who fails to file the required Certification shall be subject to a civil penalty of not less than ten thousand dollars (\$10,000) and not more than one hundred thousand dollars (\$100,000) for each such failure.

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

- (1.) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (2.) Establishing an ongoing drug-free awareness program to inform employees about:
 - A. The dangers of drug abuse in the workplace;
 - B. The grantee's policy of maintaining a drug-free workplace;
 - C. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - D. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (3.) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (1);
- (4.) Notifying the employee in the statement required by paragraph (1) that, as a condition of employment under the grant, the employee will:
 - A. Abide by the terms of the statement; and
 - B. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;
- (5.) Notifying the agency in writing, within ten (10) calendar days after receiving notice under subparagraph (4)(B) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- (6.) Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph (4) (B), with respect to any employee who is so convicted:
 - A. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended (Pub. L. 93-112); or
 - B. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and
- (7.) Making a good faith effort to continue to maintain a drug free workplace through implementation of paragraphs (1), (2), (3), (4), (5) and (6).

BB. By signature of the Contract Agreement, the Subrecipient provides the following Certification regarding Debarment and Suspension in accordance with 2 CFR Part 180, OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement), and certifies that to the best of his or her knowledge and belief that it and its principals:

- Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- Have not within a three-year period preceding the Contract Agreement been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- Are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in this certification; and
- Have not within a three-year period preceding the Contract Agreement had one or more public transactions (Federal, State, or local) terminated for cause or default. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall submit an explanation to the WDB/OWD.

CC. WDB, OWD, the State Auditor's Office, USDOL, the Comptroller General of the United States, and any of these agencies' designated representatives at any time during normal business hours and as often as deemed necessary shall have the right to monitor or audit activities and review, copy, make excerpts or transcripts of any or all books and records (including computer records), reports, correspondence, forms, contracts, invoices, materials, payrolls, records of personnel, files or other such documentation at any Subrecipient site, or Subrecipient's subrecipient site, for which funds have been provided under the Contract Agreement. This right also includes timely and reasonable access to personnel of the Subrecipient, its subrecipients, and contractors, for the purpose of interviews and discussions related to such documents. The monitoring function may be implemented through the use of internal evaluation procedures, the examination of program data, special analysis, on-site review, or any other procedure the WDB and/or the above mentioned agencies deem necessary and appropriate. Subject to the discretion of OWD, authorized employees of OWD shall have the right to be present at any and all of the Local Workforce Development Area Board meetings, Subrecipient's staff meetings, Board of Director's meetings, Advisory Committee meetings, and Advisory Board meetings if an item to be discussed is an item of the Contract Agreement.

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

Federal funds may not be used to pay any royalty or license fee for use of a copyrighted work, or the cost of acquiring by purchase a copyright in a work, where WDB/OWD has a license or rights of free use in such work, although they may be used to pay costs of obtaining a copy which is limited to the developer/seller costs of copying and shipping. If revenues are generated through selling products developed with funds covered by the Contract Agreement, including intellectual property, these revenues are program income.

Program income must be used in accordance with provisions of the Contract Agreement and 2 CFR 200.307. If applicable, the following must be on all products developed in whole or in part with funds covered by the Contract Agreement:

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

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

- EE. The Subrecipient shall retain all records pertinent to all grants and agreements, including financial, statistical, property, applicant and participant records, and supporting documentation, for a period of three (3) years after the Subrecipient submits to WDB/OWD its final expenditure report for that funding contract. Records for nonexpendable property shall be retained for a period of three (3) years after final disposition of the property. The aforementioned records will be retained beyond three (3) years if any litigation or audit is begun or if a claim is instituted involving the grant or agreement covered by the records. In these instances, the records will be retained until the litigation, audit, or claim has been fully resolved. The Subrecipient shall comply with the Record Retention requirements as applicable to the entity and as included in 2 CFR 200.333, Retention Requirements for Records. In the event that the Contract Agreement is terminated and the Subrecipient and/or its subrecipient is unable to maintain records as required, the Subrecipient and/or its subrecipient is responsible for transferring such records to the WDB in accordance with procedures established in the WDB’s Administrative and Program Procedures. The WDB shall then assume responsibility for the maintenance of such records.
- FF. The Subrecipient shall not assign the Contract Agreement or any part thereof unless otherwise provided or without the written consent of the WDB, but in no case shall such consent relieve the Subrecipient from the obligation under, or change the terms of the Contract Agreement.
- GG. The Subrecipient agrees that in administering the Contract Agreement the Subrecipient will comply with the Conflict of Interest provisions of 2 CFR 200.112 and of section 679.430 of WIOA, as well as the WDB’s Administrative and Program Procedures, as amended.
- HH. The Subrecipient and its subrecipients shall comply with 2 CFR 200.113. The Subrecipient must disclose, in a timely manner, in writing to the WDB all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures can result in any of the remedies described in 2 CFR 200.338, Remedies for Noncompliance, including suspension or debarment. (See also 2 CFR Part 180, OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement), and 31 U.S.C. 3321, Disbursing Authority in the Executive Branch).

- II. The Contract Agreement shall be governed by the laws of the State of Missouri, and venue shall be exclusive in the state or federal courts of the State of Missouri.
- JJ. Pursuant to Pub. L. 115-141, Division H, Title V, Section 520, no Federal funds shall be used to purchase sterile needles or syringes for the hypodermic injection of any illegal drug.
- KK. Pursuant to Pub. L. 115-141, Division H, Title V, Section 509, no Federal funds shall be used for any activity that promotes the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established under section 202 of the Controlled Substances Act except for normal recognized executive-congressional communications or where the grant agreement provides for such use because there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance.
- LL. Pursuant to Pub. L. 115-141, Division H, Title V, Sections 506 and 507, Federal Funds may not be expended for health benefits coverage that includes coverage of abortions, except when the abortion is due to a pregnancy that is the result of rape or incest, or in the case where a woman suffers from a physical disorder, physical injury, including life-endangering physical conditions caused by or arising from the pregnancy itself that would, as certified by a physician, place the woman in danger of death unless an abortion is performed. This restriction does not prohibit any non-Federal entity from providing health benefits coverage for abortions when all funds for that specific benefit do not come from a Federal source. Additionally, no funds may be provided to a State or local government if such government subjects any institutional or individual health care entity to discrimination on the basis that the health care entity does not provide, pay for, provide coverage of, or refer for abortions.
- MM. Pursuant to Pub. L. 115-141, Division H, Title V, Section 521, no Federal funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography.
- NN. Pursuant to Pub. L. 115-141, Division E, Title VII, Section 743, no entity receiving federal funds may require employees or contractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.
- OO. Pursuant to Pub. L. 115-141, Division H, Title I, Section 103, no funds may be obligated or expended for the procurement of goods mined, produced, manufactured, or harvested or services rendered, in whole or in part, by forced or indentured child labor in industries and host countries identified by USDOL prior to December 18, 2015. USDOL has identified these goods and services here: <https://www.dol.gov/agencies/ilab/reports/child-labor/list-of-products> .
- PP. Pursuant to Pub. L. 115-141, Division E, Title VII, Section 739, grant funds may not be used for the purposes of defraying the costs of a conference held by any Executive branch department, agency, board, commission, or office unless it is directly and programmatically related to the purpose for which the grant or contract was awarded.

- QQ. Pursuant to Pub. L. 115-141, Division E, Title VII, Section 745, the Subrecipient and its subrecipients may not knowingly enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporations that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- RR. Pursuant to Pub. L. 115-141, Division H, Title V, Section 522, funds may not be provided to the Association of Community Organizations for Reform Now (ACORN), or any of its affiliates, subsidiaries, allied organizations, or successors.
- a. Pursuant to Pub. L. 115-141, Division H, Title V, Section 505, when issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money, all recipients receiving Federal funds shall not issue any statements, press releases, and other documents describing projects or programs funded in whole or in part with Federal funds unless the prior approval of the WDB is obtained and unless they clearly state:
- the percentage of the total costs of the program or project which will be financed with Federal money;
 - the dollar amount of Federal funds for the project or program; and
 - percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.

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

- SS. Pursuant to Pub. L. 115-141, Division H, Title I, Section 105, none of the funds appropriated under the heading "Employment and Training" shall be used by a recipient or subrecipient of such funds to pay the salary and bonuses of an individual, either as direct costs or indirect costs, at a rate in excess of Executive Level II. The Executive Level II salary may change yearly and is located on the OPM.gov website (<http://www.opm.gov/policy-data-oversight/payleave/salaries-wages/2019/executive-senior-level>). The salary and bonus limitation does not apply to contractors (vendors) providing goods and services as defined in 2 CFR 200.330, Subrecipient and Contractor Determinations. Where States are recipients of such funds, States may establish a lower limit for salaries and bonuses of those receiving salaries and bonuses from subrecipients of such funds, taking into account factors including the relative cost-of-living in the State, the compensation levels for comparable State or local government employees, and the size of the organizations that administer Federal programs involved including Employment & Training Administration programs. See Training and Employment Guidance Letter No. 5-06 for further clarification available at http://wdr.doleta.gov/directives/corr_doc.cfm?DOCN=2262 .

- TT. Pursuant to Pub. L 115 – 141, Division H, Title I, Section 109, additional language will be applied to the Fair Labor Standards Act of 1938 in the "Maximum Hours Worked" section. This language specifically related to occurrences of a major disaster (as designated by the State or Federal government) and shall apply for a period of two (2) years afterwards.

- UU. The subrecipient assures that it and its subrecipients shall comply with 2 CFR 200.216, prohibition on certain telecommunications and video surveillance services or equipment. (a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to (1) Procure or obtain; (2) Extend or renew a contract to procure or obtain; or (3) 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).

- (i) 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 Dahau Technology Company (or any subsidiary or affiliate of such entities). (ii) Telecommunications or video surveillance services provided by such entities or using such equipment. (iii) 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. (b) 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 services to users and customers is sustained. (c) See Public Law 115-232, section 889 for additional information. (d) See also §200.471.

VV. The subrecipient shall assure that it and its subrecipients will establish and maintain a procedure for grievances and complaints according to the requirements of 20 CFR 667.600 and any additional requirements issued by OWD/WDB as outlined in Attachment B of this Exhibit.

**BUSINESS ENTITY CERTIFICATION, ENROLLMENT DOCUMENTATION,
 AND AFFIDAVIT OF WORK AUTHORIZATION BUSINESS ENTITY CERTIFICATION:**

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

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

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

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

BOX A – CURRENTLY NOT A BUSINESS ENTITY

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

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

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

Authorized Representative’s Name (Please Print)	Authorized Representative’s Signature
_____	_____
Company Name (if applicable)	Date
_____	_____

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

BOX B – CURRENT BUSINESS ENTITY STATUS

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

Authorized Business Entity Representative's Name (Please Print)

Authorized Business Entity Representative's Signature

Business Entity Name

Date

E-Mail Address

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

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

AFFIDAVIT OF WORK AUTHORIZATION:

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

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

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

Authorized Representative’s Signature

Printed Name

Title

Date

E-Mail Address

E-Verify Company ID Number

Subscribed and sworn to before me this _____ of _____. I am
(DAY) (MONTH, YEAR)

commissioned as a notary public within the County of _____, State of
(NAME OF COUNTY)

_____, and my commission expires on _____.
(NAME OF STATE) (DATE)

Signature of Notary

Date

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

BOX C – AFFIDAVIT ON FILE - CURRENT BUSINESS ENTITY STATUS

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

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

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

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

Date of Previous E-Verify Documentation Submission: _____

Previous **Bid/Contract Number** for Which Previous E-Verify Documentation Submitted: _____
(if known)

Authorized Business Entity Representative's
Name (Please Print)

Authorized Business Entity
Representative's Signature

E-Verify MOU Company ID Number

E-Mail Address

Business Entity Name

Date

FOR STATE USE ONLY

Documentation Verification Completed By:

Buyer

Date



Workforce Development Board of North Missouri WIOA COMPLAINT AND GRIEVANCE PROCEDURES

The Workforce Development Board of North Missouri's complies with the Missouri Department of Higher Education and Workforce Development's (DHEWD), Complaint and Grievance Procedures by following Office of Workforce Development's (OWD) Issuance. A copy of the WDB's Complaint and Grievance Policy can be found on the WDB's website at www.wdbnorthmo.org . To view a complete copy of OWD Issuance, click on the link below:

<https://nwddb.files.wordpress.com/2017/02/dwd-issuance-09-2012-complaint-resolution-policies.pdf>

Any complaints, grievances or questions that arise, individuals should contact the Regions local EO Officer.

Kerry Savage

Compliance Coordinator
Workforce Development Board
912 Main Street
Trenton, MO 64683

Phone: (660) 357-6232 (Relay 711)

Email: ksavage@mail.ncmissouri.edu