



**DEPARTMENT OF ECONOMIC SECURITY**

*Your Partner for A Stronger Arizona*

**INTERGOVERNMENTAL AGREEMENT (IGA)**

**BETWEEN**

**THE ARIZONA DEPARTMENT OF ECONOMIC SECURITY**

**AND**

**GILA COUNTY BOARD OF SUPERVISORS**

Contract is between the Arizona Department of Economic Security ("ADES") and the Gila County Board of Supervisors (Contractor).

WHEREAS the Department is duly authorized to execute and administer contracts under A.R.S §41-1954 and,

WHEREAS the Contractor is duly authorized to execute and administer contracts under A.R.S. §11-952 and,

WHEREAS the Department and Contractor are authorized by A.R.S. §11-952 et seq. to enter into agreements for joint or cooperative action to contract for the services specified in this contract

THEREFORE, the Department and Contractor agree to abide by all the terms and conditions set forth in this Contract.

By signing this form on behalf of the contractor, the signatory certifies he/she has the authority to bind the contractor to this contract.

**FOR AND ON BEHALF OF THE ARIZONA**

**FOR AND ON BEHALF OF THE GILA COUNTY BOARD OF SUPERVISORS**

**DEPARTMENT OF ECONOMIC SECURITY**

*[Handwritten Signature]*

Procurement Officer Signature

*CATHIE G. ROSEMAN*

Elizabeth G. Csaki, CPPB

Printed Name

Professional Services Unit Manager

Title

Date

*11-30-10*

*[Handwritten Signature]*

Signature

Michael A. Pastor

Printed Name

Chairman of the Board of Supervisors

Title

Date

*9/21/10*

ADES Contract DE111006001

**IN ACCORDANCE WITH A.R.S. §11-952 THIS CONTRACT HAS BEEN REVIEWED BY THE UNDERSIGNED WHO HAVE DETERMINED THAT THIS CONTRACT IS IN APPROPRIATE FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED TO EACH RESPECTIVE PUBLIC BODY.**

**ARIZONA ATTORNEY GENERAL'S OFFICE**

By: *[Handwritten Signature]*  
Assistant Attorney General

By: *[Handwritten Signature]*  
Public Agency Legal Counsel

Date: *11/23/10*

Date: *9-21-2010*

**1.0 ADES VISION AND MISSION STATEMENTS**

1.1 ADES Vision: Every child, adult, and family in the State of Arizona will be safe and economically secure.

1.2 ADES Mission: The Arizona Department of Economic Security (ADES) promotes the safety, well being, and self-sufficiency of children, adults, and families.

**2.0 PARTIES**

2.1 This Intergovernmental Agreement (IGA) is between the Arizona Department of Economic Security (ADES), hereinafter called "ADES", and the Gila County Board of Supervisors hereinafter called the "Contractor".

**3.0 TERM OF AGREEMENT**

**3.1 Term**

The term of this Agreement shall have an effective date of April 1, 2010 and shall end on June 30, 2013, unless otherwise agreed upon by both parties in writing.

**3.2. Extension**

This agreement may be extended through a written amendment by mutual agreement of the parties.

**3.3. Termination**

3.3.1 This agreement may be terminated by mutual agreement of the parties at any time during the term of this agreement.

3.3.2 Each party shall have the right to terminate this agreement by hand-delivering to the other party written notice of termination at least thirty (30) days prior to the effective date of said termination.

3.3.2.1 It is mutually agreed however that, prior to the termination of this Agreement, reasonable efforts shall be made to discuss options for preserving this Agreement, including amendments if necessary. The ADES reserves the right to terminate the Contract in whole or in part at any time, when in the best interests of the ADES without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the ADES. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the ADES upon demand. The Contractor shall be entitled to receive just, equitable compensation for work in progress, work completed, and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.

**4.0 PURPOSE OF AGREEMENT**

4.1 The purpose of this agreement is to provide Workforce Investment Act (WIA) Title 1B services to eligible Youth, Adults, and Dislocated Workers throughout the designated Local Workforce Investment Area (LWIA). These services will be provided in accordance with Federal and State regulations and the most current local area plan

**5.0 DEFINITIONS**

5.1 "Department" means the Arizona Department of Economic Security (ADES), unless otherwise indicated.

5.2 "DW" means Dislocated Worker

**6.0 MANNER OF FINANCING**

**6.1 Compensation**

6.2 The contract reimbursement maximum for all services provided during the term of the contract and /or for the term specified above shall be \$ 2,631,208.

The contract reimbursement maximum per program and funding period is as follows;

|                               |  |
|-------------------------------|--|
| <b>PY10 ADMIN</b>             | <b>\$ (Youth \$ 59,564, Adult \$ 11,146, DW \$ 33,086)</b> |
| <b>FY11 ADMIN</b>             | <b>\$ (Adult \$ 53,061, DW \$ 87,888)</b>                  |
| <b>PY10 YOUTH</b>             | <b>\$ 536,075</b>  |
| <b>PY10 ADULT</b>             | <b>\$ 100,318</b>  |
| <b>FY11 ADULT</b>             | <b>\$ 477,551</b>  |
| <b>PY10 Dislocated Worker</b> | <b>\$ 297,781</b>  |
| <b>FY11 Dislocated Worker</b> | <b>\$ 790,999</b>  |

**PY10 Rapid Response**           **\$ 50,253**

**FY11 Rapid Response**           **\$ 133,486**

**6.3 Period of Availability for Expenditure of WIA Funds**

The Contractor agrees that Pursuant to 20 CFR 667.107 Funds allocated by a State to a local area under subpart- A sections 128(b) and 133(b), for any Program year are available for expenditure only during that program year and the succeeding program year. Funds which are not expended by a local area in the two-year period, described in paragraph (b) (1) of section 128 (b) and 133(b) of the Federal Register shall be returned to the State. Funds so returned are available for expenditure by State and local recipients and sub recipients only during the third program year of availability. These funds may be used for statewide projects, or distributed to other local areas, which had fully expended their allocation of funds for the same program year within the two-year period.

All final expenditure reports and cash draw requests for the Local Area Formula Funds must be submitted by August 15, 2012. No extensions shall be granted to the requirement to submit the final expenditure and cash draw requests.

Any Set-Aside funds allocated under this agreement shall be available from the date of the amendment allocating such funds through April 30, 2013. All funds must be fully expended by April 30, 2013. No extension shall be granted to this date. Any funds remaining unencumbered or unexpended on April 30, 2013 shall revert to the State. All final expenditure reports and cash draw requests for any Set-Aside funds received under this agreement must be submitted by May 29, 2013. No extension shall be granted to the requirement to submit the final expenditure and cash draw requests.

6.4 Notwithstanding the contract reimbursement maximum established in paragraph 6.2 above the level of Compensation under this Contract shall not, at any time, exceed the current obligation authority of the Contractor.

6.5 Upon receipt of obligation authority by ADES from the U.S. Department of Labor/Employment and Training Administration (DOL/ETA), ADES shall issue a notice of Obligation Authority to the Contractor.

**6.6 Availability of Funds for the Current State Fiscal Year**

6.6.1 Should the State Legislature enter back into session and reduce the appropriations or for any reason and these goods or services are not funded, the ADES may take any of the following actions:

- a) Reduce payments or units authorized;
- b) Accept a decrease in price offered by the contractor;
- c) Cancel the Contract;
- d) Cancel the contract and re-write the requirements.

6.6.2 The Director of ADES shall have the sole and unfettered discretion in determining the availability of funds. The ADES and the Contractor may mutually agree to reduce reimbursement to the Contractor when the payment type is Fixed Price with Price Adjustment by executing a contract amendment

**6.7 Availability of Funds for the Next Fiscal Year**

Funds may not presently be available for performance under this Contract beyond the current state fiscal year. If funds are not allocated and available for the continuance of this Contract, this Contract may be terminated by the ADES at the end of the period for which funds are available

6.7.1 No liability shall accrue to the ADES in the event this provision is exercised, and the ADES shall not be obligated or liable for any future payments of for any damages as a result of termination under this paragraph.

**6.8 Rescission of Funds**

Should the Federal Funding Source inform the State that it is rescinding funding from the State and where the State must in turn rescind from a Contractor(s) who may hold one or more Contracts for services funded under the specified Federal Funding Source, the State may take action in the following sequence;

1. Rescind the required amount of funds from unexpended funds from the designated previous period(s) of time.
2. Rescind the required amount of funds from unexpended funds from the designated current period(s) of time.
3. Decrease the required amount of funds from funds from a designated future period(s) of time.

## 7.0 SERVICE DESCRIPTION

Program eligibility will be conducted on each applicant prior to the provision of services. Eligibility will include determination of family size, family income for the previous six-month period, educational status, and identification of any barriers or issues that impact attaining and/or retaining employment.

Services provided to adults and dislocated workers, as appropriate to meet the individual's needs, may include any of the following:

### 7.1 Core Services

7.2 The determination of WIA eligibility; outreach, intake and orientation to the One-Stop system. The initial assessment of skill levels aptitudes, abilities, and support service needs for individuals and job search and placement assistance. The utilization of the provision of employment and labor market information including job vacancy listings and the provision of performance information and program costs on eligible providers of training services. The information on local performance and information on availability of supportive services in the local area and referrals as appropriate. Information on filing claims for unemployment insurance compensation; and assistance in establishing eligibility for programs of financial aid assistance for training and education programs; and follow-up services for individuals who have received WIA services who are placed in unsubsidized employment for not less than 12 months after the first day of employment.

7.3 **Intensive Services** comprehensive and specialized assessments of skill levels and service needs; development of an individual employment plan identifying employment goals, appropriate objectives and combination of services to achieve employment goals; group counseling; individual counseling and career planning; case management for participants seeking training services; and short term prevocational services to prepare individuals for unsubsidized employment or training.

7.4 **Training Services** occupational skills training; on-the-job training; programs combining workplace training with related instruction; training programs operated by the private sector; skill upgrading and retraining; entrepreneurial training; job readiness training; adult education and literacy activities; and customized training conducted by an employer or group of employers.

7.5 **Rapid Response Activities** provided to Dislocated Workers upon notification of a pending layoff or plant closure to inform them of available WIA Title 1B services and other services available in the community to assist them in transitioning from the layoff employer to other employment or training opportunities.

7.6 **Youth Services** will be provided to WIA Title 1B eligible youth, ages 14-21 that are either in school or out-of-school. Services will be identified on an individual basis to meet the needs of each youth, and may include: tutoring; study skills training and instruction leading to completion of secondary school; including dropout prevention strategies; alternative secondary school services; summer employment opportunities that are directly linked to academic and occupational learning; paid and unpaid work experiences, including internships and job shadowing; occupational skill training; leadership development opportunities; supportive services; adult mentoring; follow-up services for not less than 12 months after the completion of participation; and comprehensive guidance and counseling, which may include drug and alcohol abuse counseling and referral.

7.7 **The expenditures for all programs will comply with** Office of Management and Budget (OMB) Circular A-087 for governmental entities; Public Law, 105-220 of the 105th Congress described as the Workforce Investment Act of 1998 and Federal and State regulations and guidelines under the WIA Title, 1-B Federal grant.

## 8.0 RESPONSIBILITIES

8.1 **The ADES and the Contractor agree as follows:**

8.2 **The Contractor shall:** provide Workforce Investment Act (WIA) Title 1B services to eligible Youth, Adults, and Dislocated Workers throughout the designated Local Workforce Investment Area (LWIA). These services will be provided in accordance with Federal and State regulations and the most current local area plan.

8.2.1 The Contractor shall meet all negotiated performance levels for all performance measures contained in the Contractor's Local Area Plan. Failure to meet any of the performance measures contained in the Local Area Plan will result in the Department issuing a Demand for Assurance which will require a written corrective action plan from the Contractor

8.2.2 Failure to complete the requirements stated in the Demand for Assurance, including the corrective action plan, by the timeframe prescribed by the Department shall result in the immediate suspension of the Contractor's authority to request payment under this contract. Such authority shall not be reinstated until the Contractor

submits, and the Department approves, a revised corrective action plan or submits documentation to show that the issues identified in the Demand for Assurance have been addressed.

8.2.3 If the Contractor does not comply with the approved Demand for Assurance response, the Department will proceed with remedies outlined in Section 19.0 up to and including sanctions.

8.2.4 If the Contractor fails the same performance measure in two consecutive years, the Department may impose sanctions up to and including withholding of WIA Title I B funding as outlined in Section 19.0.

### 8.3 Confidentiality

The Contractor shall observe and abide by all applicable State and Federal statutes, rules, and regulations regarding the use or disclosure of information including, but not limited to, information concerning applicants for and recipients of contract services. To the extent permitted by law, the Contractor shall release information to ADES and the Attorney General's Office as required by the terms of this contract, by law or upon their request.

### 8.4 Monitoring

The Department will monitor the Contractor and /or subcontractor(s) and they shall cooperate in the monitoring of services delivered; facilities; records maintained and fiscal practice. The Contractor must conduct regular oversight and monitoring of its WIA activities and those of its sub recipients in accordance with Federal Regulation 667.410 subpart D and in accordance with the uniform administrative requirements at 29 CFR parts 95 and 97.

## 9.0 REPORTING REQUIREMENTS

9.1 Unless otherwise provided in this contract, reporting shall adhere to the following schedule: No later than the 30th day following each month during the contract term, the Contractor shall submit financial reports to ADES in the form set forth within the contract.

9.2 Failure to submit accurate and complete reports by the 30th day following the end of a month may result, at the option of ADES, in retention of payment. Failure to provide such report within 30 days following the end of a month may result, at the option of ADES, in a forfeiture of such payment. The "ONLY" acceptable form to report all programs accrued expenditures is the "Contractor Accrued Expenditure and Cash Reimbursement Report."

9.3 No later than the 30th calendar day following the termination date of the Contract, Contractor shall submit to ADES a financial closeout packet. No later than the 30th calendar day after receipt of the Quality Assurance Report, the Contractor shall submit a response, which fully addresses each finding and recommendation. Concurrence or reason for nonoccurrence must be fully stated in the response.

9.4 The Contractor shall provide to ADES the following reports:

a. **ATTACHMENT C: MONTHLY- ACCRUED EXPENDITURE REPORT & CASH REIMBURSEMENT REPORT** (Official Excel document is available from contact information located in Section 9.5)

9.5 Reports shall be sent to:  
AZ Department of Economic Security  
ATTN: WIA Fiscal Compliance Unit  
Site Code 920Z  
1789 W. Jefferson Street  
Phoenix, AZ 85007

## 10.0 PAYMENT REQUIREMENTS

10.1 Contractor Request for Funds & Disbursement Reports (request for reimbursement) shall be submitted by the 15th day of the month following the month services were provided.

10.2 Contractor Request for Funds & Disbursement Reports shall be submitted to:

AZ Department of Economic Security  
ATTN: WIA Fiscal Compliance Unit  
Site Code: 920Z  
1789 W. Jefferson Street  
Phoenix, AZ 85007

## 11.0 NOTICES

11.1 All notices to the Contractor regarding this agreement shall be sent to the following address:

The Gila County Board of Supervisors  
ATTN: Barbara Valencia, Program Manager  
Community Services Division  
5515 South Apache Avenue

Suite 200,  
Globe, AZ 85501

**11.2 All notices to ADES regarding this agreement shall be sent to the following address:**

AZ Department of Economic Security  
ATTN: WIA Fiscal Compliance Unit  
Site Code: 920Z  
1789 W. Jefferson Street  
Phoenix, AZ 85007

**11.3 All notices shall reference the contract number.** The Contractor shall give written notice to ADES of any changes to the following, and a written Amendment to the contract shall not be necessary:

- a. Change of telephone number.
- b. Change in authorized signatory or his/her designee.
- c. Change in the name and /or address of the person to whom notices are to be sent.

**12.0 DISPOSITION OF PROPERTY**

**12.1 Transfer/Surplus of Equipment with a Property Value under \$5,000**

For expendable tangible property with a purchase value of less than \$5,000, Contractor and/or service providers may retain, sell or dispose of the property. If property is deemed worthless, documentation must be provided to establish this fact. Property may not be donated to another agency unless it is worthless. An appraiser may establish value. The Equipment Transfer/Surplus Request (J-320) disposition record must be kept for any transaction in accordance with EA/WIA Section record retention requirements and WIA Inventory Equipment Database or other internal inventory system annotated accordingly. The Contractor and/or service provider may sell the property and retain the proceeds for use in WIA programs or divided in accordance with terms of local agency cost sharing agreement.

**12.2 Calculation of "Fair Market" Value**

The selling price of an item that is sold through auction, advertisement, or a dealer is the fair market value of the item regardless of any prior estimates. An item that is not sold but retained by the Contractor and/or service provider has a fair market value based on similar items that are offered for sale, using the selling price if known.

**12.3 Property Records Retention**

All property records must be maintained from date of acquisition, through final disposition. The Contractor and/or service providers must also retain these records for a period of three years from the date of their last expenditure report. If any litigation, claim, negotiation or audit is started before the expiration of the three-year period, all records must be retained until all findings have been resolved and final action taken or until the end of the regular three-year period, whichever is later.

**12.4 Inventory Records**

The Contractor and/or service providers must maintain accurate inventory records of expendable leased/purchased (value \$500 to \$4,999.99), and non-expendable leased/ purchased equipment over \$5,000 with WIA funds. Property records must include:

- a. Asset Number
- b. Item Description
- c. Manufacturer
- d. Serial Number
- e. Acquisition Date
- f. Physical Location
- g. Total Item Cost
- h. WIA Contract Cost
- i. Inventory Date

**The Contractor and/or service providers are required to submit an inventory report for all property leased/purchased with WIA funds costing more than \$500 to the EA/WIA Section, Fiscal Manager by August 1 of each year.**

**12.5 Prior Approval Equipment with a Property Value over \$5,000**

Before allocating WIA funds for any non-expendable tangible property purchase (including software purchases) with a per unit cost of \$5,000 or more, or total purchase cost exceeds \$10,000, the Contractor and/or service provider must complete a "WIA Pre-Approval of Equipment & Vehicles Over \$5,000 Questionnaire" form that must be signed by the Contractor Director or Designee.

- a.) The signed form must be forwarded to the EA/WIA Section Fiscal Manager for review, approval or disapproval action.
- b.) When an approval decision is rendered, the EA/WIA Section Fiscal Manager will return the signed questionnaire to the Contractor Director or Designee. Upon receipt of the signed and approved questionnaire, the Contractor can proceed to purchase the equipment or property.
- c.) When a decline decision is rendered, the EA/WIA Section, Fiscal Manager will specify the reason for disapproval and return the signed questionnaire to the LWIA Director. The LWIA may appeal this decision to the EA/WIA Section Manager.

**13.0 PERSONAL USE OF CONTRACTS PROHIBITED**

This Contract shall only be made available to ADES, its agencies and members of its purchasing cooperative. Private individuals, government employees and public officials shall not purchase materials or services for their own personal or business use from contracts entered into by the state unless authorized in writing by the director. The determination shall state how the purchase will further the interests of the state.

**14.0 THIRD-PARTY ANTITRUST VIOLATIONS**

The Contractor assigns to ADES any claim for overcharges resulting from antitrust violations, to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of this Contract.

**15.0 FINGERPRINTING**

"Vulnerable adult" means an individual who is eighteen years of age or older who is unable to protect himself from abuse, neglect or exploitation by others because of a physical or mental impairment.

- 15.1. The provisions of A.R.S. § 46-141 (as may be amended) are hereby incorporated in their entirety as provisions of this contract. For reference, these provisions include, but are not limited to, the following:
- 15.2. Personnel who are employed by the Contractor, whether paid or not, and who are required or allowed to provide services directly to juveniles or vulnerable adults. Shall submit a full set of fingerprints to ADES for the purpose of obtaining a state and federal criminal records check pursuant to section 41-1750 and Public Law 92-544 or shall apply for fingerprint clearance card within seven working days of employment.
- 15.3. The contractor shall assume the costs of fingerprint checks and may charge these costs to its fingerprinted personnel. The department may allow all or part of the costs of fingerprint checks to be included as an allowable cost in a contract.
- 15.4. Except as provided in A.R.S. § 46-141, this contract may be cancelled or terminated immediately. If a person employed by the Contractor and who has contact with juveniles certifies pursuant to the provisions of A.R.S. § 46-141 (as may be amended) that the person is awaiting trial or has been convicted of any of the offenses listed therein in this State, or of acts committed in another state that would be offenses in this State; or if the person does not possess or is denied issuance of a valid fingerprint clearance card.
- 15.5. Personnel who are employed by any Contractor, whether paid or not, and who are required or allowed to provide services directly to juveniles shall certify on forms provided by the Department of Economic Security and notarized whether they are awaiting trial on or have ever been convicted of any of the offenses described in A.R.S. § 46-141 (F) (as may be amended).
- 15.6. Personnel who are employed by any Contractor, whether paid or not, and who are required or allowed to provide services directly to juveniles shall certify on forms provided by the Department of Economic Security and notarized whether they have ever committed any act of sexual abuse of a child, including sexual exploitation and commercial sexual exploitation, or any act of child abuse.
- 15.7. Federally recognized Indian tribes or military bases may submit and the Department of Economic Security shall accept certifications that state that no personnel who are employed or who will be employed during the contract term have been convicted of, have admitted committing or are awaiting trial on any offense as described in A.R.S. § 46-141 (H) (as may be amended).

**16.0 COPYRIGHTS AND OWNERSHIP OF INTELLECTUAL PROPERTY**

Any and all intellectual property, including but not limited to copyright, invention, trademark, trade name, service mark, and/or trade secrets created or conceived pursuant to or as a result of this contract and any related subcontract ("Intellectual Property"), shall be work made for hire and the State shall be considered the creator of such Intellectual Property. The agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract shall own (for and on behalf of the State) the entire right, title and interest

to the Intellectual Property throughout the world. Contractor shall y ADES, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor(s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the State and shall take no affirmative action that might have the effect of vesting all or part of the Intellectual Property in any entity other than the Department. The Contractor or its subcontractors are not to dispose or distribute any Intellectual Property without the express written authorization of the Department, division, board or commission of the State of Arizona requesting the issuance of this contract shall not disclose the Intellectual Property.

## **17.0 SUSPENSION OR DEBARMENT**

The Department may, by written notice to the Contractor, immediately terminate this Contract if ADES determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. If the Contractor becomes suspended or debarred, the Contractor shall immediately notify ADES. Contractors must not make any award or permit any award (sub recipient or vendor) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549.

The Contractor certifies to the best of its knowledge and belief, that it and its sub-recipients:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
- (b) Have not within a three-year period preceding this proposal been convicted of 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;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

## **18.0 CERTIFICATION REGARDING LOBBYING**

The Contractor certifies, to the best of their knowledge and belief, that:

- 18.1 No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency. This applies to 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. Including 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.
- 18.2 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, 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 undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 18.3 The Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contract under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.
- 18.4 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 prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

## **19.0 SANCTIONS AND CORRECTIVE ACTIONS**

- 19.1 The Department may issue Demand for Assurance notices to the Contractor for failure to comply with any of the conditions, requirements or clauses contained in this agreement. This Demand for Assurance shall include the citation from the agreement which the Department requires the Contractor to remedy, the required time frame for a response from the Contractor, what required documents shall be sent with the response and to whom the

response shall be sent. Failure to comply with the requirements set forth in the Demand for Assurance, and any corrective action agreed to by the Department, may result in the actions outlined in Section 19.2

19.2 Pursuant to 20 CFR Part 667, Subpart G, §667.700, the Department may impose sanctions and corrective actions on recipients and sub recipients of WIA grant funds as follows:

1. Except for actions under WIA section 188(a) or 29 CFR part 37, the Department uses the initial and final determination procedures outlined in §667.510 to impose a sanction or corrective action. To impose a sanction or corrective action for a violation of WIA section 188(a) or 29 CFR part 37, ADES will use the procedures set forth in that regulatory part.
2. The Department may impose sanctions or corrective action for noncompliance with the uniform administrative requirements set forth under section 184(b) (1) and §667.710(c). Sanctions or corrective action will be applied for substantial violations of WIA statutory and regulatory requirements, if the Governor fails to promptly take the actions specified in WIA sections 184(b)(1), the Grant Officer may impose such actions directly against the local area. The Grant Officer may also impose a sanction directly against a sub recipient, as authorized in section 184(d) (3) of the Act.

19.3 Pursuant to 20 CFR Part 667, Subpart G, the Department may impose fiscal sanctions if a local area fails the same performance measure(s) in two or more consecutive years. The sanction shall be applied to the area of funding (i.e. Adult, Youth Dislocated Worker or Rapid Response) in which the failed performance measure(s) applies. Sanctions shall follow the Sanction Schedule (Attachment A) and shall be applied after final performance is reported in October of each contract year.

Sanctions collected shall be held by the Department and the Contract may receive the sanctioned funds if the performance for the failed measure(s) is rectified and the local area passes the performance measure in the next reporting cycle (i.e. October of the following year). If the local area does not rectify performance in the next reporting cycle, the funds shall revert to the Department.

#### **20.0 CLEAN AIR ACT & CLEAN WATER ACT**

As the Contractor you must be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act (33 U.S.C. 1368) Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

#### **21.0 ENERGY POLICY AND CONSERVATION ACT**

As the Contractor, you must adhere to the standards and policies relating to energy efficiency; which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat.871).

#### **22.0 COPELAND "ANTI-KICKBACK" ACT**

As the Contractor to this agreement, you are expected to comply with the Copeland "Anti-Kickback" Act (18 U.S.C.874) as supplemented in the Department of Labor regulations (29 CFR part 3). In as such this regulation applies to all contracts and sub grants for construction or repair.

#### **23.0 DAVIS-BACON ACT**

As the Contractor to this agreement, you must comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR Part 5) when required by Federal grant program legislation.

#### **24.0 DEBT COLLECTION & AUDIT RESOLUTION**

As the Contractor to this agreement, you must comply with P.L. 105-220 Sections 128, 133, and 184; 20 CFR Part 652, Subpart D,E and G; 20 CFR Part 667 Subparts D – H; 29 CFR Parts 95, 96, 97, and 99; OMB Circular A-21. As the Contractor to this agreement, you must comply with OMB Circular A-87, OMB Circular A-122, and OMB Circular A-133. As the Contractor to this agreement, you are required to adhere to Federal Acquisition Regulation 97-03 Part 31; ADES Policies 1-47-01 and 1-47-08; and Workforce Investment Act Guidance Letters #04-06, #09-06 and #18-06.

24.1 Among the required controls specified in Title 20 CFR Section 667.500(a) (2) is the process for collecting debts. Title 20 CFR 667.410(a) states it is the responsibility of the Contractor, sub-grantee, sub-recipient and/or service provider to conduct regular oversight and monitoring of its WIA activities to determine whether expenditures made against the cost categories and within the cost limitations specified in WIA laws and regulations. Title 20 CFR 667.705 states:

- (a) The Contractor is responsible for all funds under its grant(s):

- (b) The political jurisdiction(s) of the chief elected official in a local workforce investment area is liable for any misuse of the WIA grant funds allocated to the local area under WIA sections 128 and 133, unless the chief elected official(s) reaches an agreement with the Governor to bear such liability. The Department of Economic Security (ADES) holds all direct recipients (Contractors) liable for all expenditures of funds.

**25.0 RIGHT TO ASSURANCE**

If the Department in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of "Days" specified in the demand may, at the Department's option be the basis for terminating the contract under the rights and remedies available by law or provided by this contract.

**26.0 FIXED PRICE WITH PRICE ADJUSTMENT**

The Department shall make payment in accordance with the following:

- Operating budget(s) shall be developed and maintained current, on at least a monthly basis, by the Contractor
- To receive funds, the Contractor shall adhere to the following procedures:
  - a) Request for funds shall be made by fax to:  
ADES WIA ADMINISTRATION (602) 542-2452 FAX
  - b) The fax "request shall be confirmed by simultaneous submittal of original and correctly completed" Contractor Request for Funds Disbursement Report.
  - c) Funds shall be requested on a scheduled basis to meet payroll and other expenses and maintain a minimum amount of cash on hand. At no time shall cash on hand exceed immediate cash needs for a seventy-two (72) hour period.

**27.0 REVIEW**

This Agreement shall be reviewed at any time at the written request of either party.

**28.0 NON-AVAILABILITY OF FUNDS**

28.1 Every payment obligation of the ADES under the Contract is conditioned upon the availability of funds appropriated or allocated for payment of such obligation. If funds are not allocated and available for the continuance of this Contract, this Contract may be terminated by the ADES at the end of the period for which funds are available. No liability shall accrue to the ADES in the event this provision is exercised, and the ADES shall not be obligated or liable for any future payments of for any damages as a result of termination under this paragraph.

**29.0 ARBITRATION**

29.1 The parties to this Contract agree to resolve all disputes arising out of or relating to this Contract through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. §12-1518 except as may be required by other applicable statutes.

**30.0 NON-DISCRIMINATION**

30.1 In accordance with A.R.S. §41-1461 et seq. and Executive Order 2009-09, the Contractor shall provide equal employment opportunities for all persons, regardless of race, color, religion, creed, religion, sex, age, national origin, disability or political affiliation. The Contractor shall comply with the Americans with Disabilities Act.

**31.0 FEDERAL IMMIGRATION AND NATIONALITY ACT**

31.1 By entering into the Contract, the Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees. The Contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act, for all employees performing work under the Contract. I-9 forms are available for download at USCIS.GOV.

31.2 The State may request verification of compliance for any Contractor or subcontractor performing work under the Contract. Should the State suspect or find that the Contractor or any of its subcontractors are not in compliance, the State may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

**32.0 CONFLICT OF INTEREST**

32.1 In accordance with A.R.S. §38-511, the State may within three years after execution cancel the Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the State, at any time while the Agreement is in effect, becomes an employee or agent of any other party to the Agreement in any capacity or a consultant to any other party to the Agreement with respect to the matter of the Agreement.

**33.0 AMENDMENTS OR MODIFICATIONS**

33.1 This agreement may be amended or modified at any time by mutual agreement. No agent, employee or other representative of either party is empowered to alter any of the terms of the agreement, unless done in writing and signed by the authorized representative of the respective parties.

**33.2 Exceptions**

Either party shall give written notice to the other party of any non-material alteration that affects the provisions of this Agreement. Non-material alterations that do not require a written amendment are as follows:

1. Change of telephone number.
2. Change in authorized signatory.
3. Change in the name and/or address of the person to whom notices are to be sent.

**34.0 AUDIT**

34.1 In accordance with A.R.S. §35-214, the Contractor shall retain and shall contractually require each subcontractor to retain all data, books and other records ("records") relating to this Agreement for a period of five (5) years after the completion of the Agreement. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, Contractor shall produce the original of any or all such records.

**35.0 APPLICABLE LAW**

35.1 This Contract shall be governed and interpreted by the laws of the State of Arizona. The materials and services supplied under this Contract shall comply with all applicable Federal, State and local laws, and the Contractor shall maintain all applicable license and permit requirements.

**36.0 THIRD-PARTY ANTITRUST VIOLATIONS**

36.1 The Contractor assigns to the Department any claim for overcharges resulting from antitrust violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of this Contract.

**37.0 IT 508 COMPLIANCE**

37.1 Unless specifically authorized in the Contract, any electronic or information technology offered to the State of Arizona under this agreement shall comply with A.R.S. §41-2531 and 2532 and Section 508 of the Rehabilitation Act of 1973, which requires that employees and members of the public shall have access to and use of information technology that is comparable to the access and use by employees and members of the public who are not individuals with disabilities.

**38.0 INDEMNIFICATION AND INSURANCE**

**38.1 Indemnification**

38.2 Each party (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.

**39.0 INDEMNIFICATION FOR SUBCONTRACTOR**

39.1 In addition, the Gila County Board of Supervisors shall cause its contractor(s) and subcontractors, if any, to indemnify, defend, save and hold harmless the State of Arizona, any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and their respective directors, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the Gila County Board of Supervisors or any of the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount

arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable.

**40.0 INSURANCE REQUIREMENTS**

**40.1 INSURANCE REQUIREMENTS FOR GOVERNMENTAL PARTIES TO AN IGA:**

40.1.1 None.

**41.0 INSURANCE REQUIREMENTS FOR GOVERNMENTAL PARTIES TO AN IGA:**

**41.1 Insurance Requirements for Any Contractors Used by a Party to the Intergovernmental Agreement:**

(Note: this applies only to Contractors used by a governmental entity, not to the governmental entity itself.) The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the governmental entity or Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, his agents, representatives, employees or subcontractors, and Contractor and the governmental entity are free to purchase additional insurance.

**A. Minimum Scope and Limits of Insurance:** Contractor shall provide coverage with limits of liability not less than those stated below.

1. Commercial General Liability – Occurrence Form  
Policy shall include bodily injury, property damage, personal injury and broad form contractual liability.

- General Aggregate \$2,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Blanket Contractual Liability – Written and Oral \$1,000,000
- Fire Legal Liability \$ 50,000
- Each Occurrence \$1,000,000

a. The policy shall be endorsed to include coverage for sexual abuse and molestation.

b. The policy shall be endorsed to include the following additional insured language: "The State of Arizona and the Department of Economic Security shall be named as additionally insured with respect to liability arising out of the activities performed by or on behalf of the Contractor".

(Note that the other governmental entity (ies) is/are also required to be additional insured(s) and they should supply the Contractor with their own list of persons to be insured.)

c. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

**2. Automobile Liability**

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

- Combined Single Limit (CSL) \$1,000,000

a. The policy shall be endorsed to include the following additional insured language: "The State of Arizona and the Department of Economic Security shall be named as additionally insured with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor".

b. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor

(Note that the other governmental entity (ies) is/are also required to be additional insured(s) and they should supply the Contractor with their own list of persons to be insured.)

3. **Worker's Compensation and Employers' Liability**

|                           |             |
|---------------------------|-------------|
| • Workers' Compensation   | Statutory   |
| • Employers' Liability    |             |
| • Each Accident           | \$ 500,000  |
| • Disease – Each Employee | \$ 500,000  |
| • Disease – Policy Limit  | \$1,000,000 |

- a. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- b. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

B. **Additional Insurance Requirements:** The policies shall contain, or be endorsed to contain, the following provisions:

1. The State of Arizona and the Department of Economic Security, wherever Additional insured status is required such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.
2. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

C. **Notice of Cancellation:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the State of Arizona. Such notice shall be sent directly to the Department of Economic Security, Office of Procurement, 1789 W. Jefferson St. Site Code 805Z, Phoenix, AZ 85007 and shall be sent by certified mail, return receipt requested.

D. **Acceptability of Insurers:** Insurance is to be placed with duly licensed or approved non-admitted insurers in the state of Arizona with an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

E. **Verification of Coverage:** Contractor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. 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 endorsements are to be received and approved by the State of Arizona before work commences.** Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Contract shall be sent directly to Department of Economic Security, Office of Procurement, 1789 W. Jefferson St., Site Code 805Z Phoenix, AZ 85007 **UNLESS THE SCOPE OF WORK REPORTING REQUIREMENTS SPECIFIES OTHERWISE.** The State of Arizona **contract number and contract description shall be noted or referenced on the certificate of insurance.** The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. Do not send certificates of Insurance to the State of Arizona's Risk Management Section.

F. **Subcontractors:** Contractors' certificate(s) shall include all subcontractors as insured under its policies or Contractor shall furnish to the State of Arizona separate certificates and endorsements for each

subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

**G. Approval:** Any modification or variation from the insurance requirements in this Contract shall be made by the Department of Administration, Risk Management Section, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

**H. Exceptions:** In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

**42.0 E-VERIFY**

42.1 In accordance with A.R.S. §41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with A.R.S. § 23-214, Subsection A.

**43.0 RIGHT OF OFFSET**

43.1 The Department shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the Department, or damages assessed by the Department concerning the Contractor's non-conforming performance or failure to perform the Contract, or any part thereof.

**44.0 OFFSHORE PERFORMANCE OF WORK PROHIBITED**

44.1 Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

**45.0 SCRUTINIZED BUSINESS**

45.1 In accordance with A.R.S. §35-391.06 and A.R.S. §35-393.06, the Contractor certifies that the Contractor does not have scrutinized business operations in Sudan or Iran.

**46.0 DATA SHARING AGREEMENT**

46.1 When determined by the Department that sharing of confidential data will occur with the Contractor, the Contractor shall complete the ADES Data Sharing Request Agreement and submit the completed Agreement to the ADES Program Designated Staff prior to any work commencing or data shared. A separate Data Sharing Request Agreement shall be required between the Contractor and each ADES Program sharing confidential data.

**47.0 CULTURALLY RELEVANT AND LINGUISTICALLY APPROPRIATE**

47.1 The Contractor shall ensure that all services provided are culturally relevant and linguistically appropriate to the population to be served.

**48.0 ATTACHMENTS**

48.1 The following list of attachments constitutes an integral part of subject agreement.

48.1.1 Attachment A – Sanction Schedule

48.1.2 Attachment B – Local Adult Report

48.1.3 Attachment C – Instructions for Adult Monthly Expenditure and Cash Draw Reports

48.1.4 Attachment D – Local Youth Report

48.1.5 Attachment E – Instructions for Youth Monthly Expenditure and Cash Draw Reports

48.1.6 Attachment F – Local DW Report

48.1.7 Attachment G – Instructions for DW Monthly Expenditure and Cash Draw Reports

Attachment A - Sanction Schedule for Failed Performance

| Number of Years<br>Performance<br>Measure Failed | Sanction for 1<br>Performance Measure | Sanction for 2<br>Performance Measures | Sanction for 3<br>Performance measures | Sanction for 4<br>Performance Measures |
|--|---------------------------------------|--|--|--|
| 2  | 1% of PY/FY Allocation                | 2% of PY/FY Allocation                 | 3% of PY/FY Allocation                 | 4% of PY/FY Allocation                 |
| 3  | 5% of PY/FY Allocation                | 6% of PY/FY Allocation                 | 7% of PY/FY Allocation                 | 8% of PY/FY Allocation                 |
| 4  | 10% of PY/FY Allocation               | 11% of PY/FY Allocation                | 12% of PY/FY Allocation                | 13% of PY/FY Allocation                |
| 5  | 20% of PY/FY Allocation               | 21% of PY/FY Allocation                | 22% of PY/FY Allocation                | 23% of PY/FY Allocation                |

## Arizona Department of Economic Security Accrued Expenditure and Cash Report for WIA

(Follow attached instructions)

|  |                 |                        |  |   |   |
|--|-----------------|------------------------|--|---|---|
| 1. Contractor Name:  |                 | 2. PY/FY:              |  |   | 2a. American Recovery and Reinvestment Act<br><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| 3. Program Funds or Set-Aside Funds - If Set-Aside Funds, Designate Which Set-Aside  |                 |                        |  |   |   |
| <input checked="" type="checkbox"/> Program Funds <input type="checkbox"/> Set-Aside Funds   |                 |                        |  |   |   |
| 4. Contract Number   | 5. Final Report |                        |  |   |   |
| <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No  |                 |                        |  |   |   |
| 6. Reporting Period<br>From: (Month, Day, Year)  |                 | To: (Month, Day, Year) |  | 7. Date Submitted<br>(Month, Day, Year) |   |
| <b>8. Transactions</b>   |                 |                        |  |   | Cumulative  |
| <b>A. Cash - Administration :</b>  |                 |                        |  |   |   |
| a. Cash Receipts to Date   |                 |                        |  |   |   |
| b. Cash Disbursements to Date  |                 |                        |  |   |   |
| c. Cash on Hand (line a minus b)   |                 |                        |  |   | 0   |
| <b>Expenditures and Unobligated Balance - Administration:</b>  |                 |                        |  |   |   |
| d. Total Federal funds authorized  |                 |                        |  |   |   |
| e. Federal share of expenditures   |                 |                        |  |   |   |
| f. Federal share of unliquidated obligations   |                 |                        |  |   |   |
| g. Total Federal obligations (line e plus f)   |                 |                        |  |   | 0   |
| h. Unobligated balance of Federal funds (line d minus g)   |                 |                        |  |   | 0   |
| <b>B. Cash - Adult Program:</b>  |                 |                        |  |   |   |
| a. Cash Receipts to Date   |                 |                        |  |   |   |
| b. Cash Disbursements to Date  |                 |                        |  |   |   |
| c. Cash on Hand (line a minus b)   |                 |                        |  |   | 0   |
| <b>Expenditures and Unobligated Balance - Adult Program:</b>   |                 |                        |  |   |   |
| d. Total Federal funds authorized  |                 |                        |  |   |   |
| e. Federal share of expenditures   |                 |                        |  |   |   |
| f. Federal share of unliquidated obligations   |                 |                        |  |   |   |
| g. Total Federal obligations (line e plus f)   |                 |                        |  |   | 0   |
| h. Unobligated balance of Federal funds (line d minus g)   |                 |                        |  |   | 0   |
| <b>C. Program Income:</b>  |                 |                        |  |   |   |
| a. Total Federal program income earned   |                 |                        |  |   |   |
| b. Program income expended in accordance with the addition method  |                 |                        |  |   |   |
| c. Unexpended program income (line a minus line b)   |                 |                        |  |   | 0   |
| <b>9. Additional Expenditure Data Required</b>   |                 |                        |  |   |   |
| a. Other Federal funds expended  |                 |                        |  |   |   |
| b. Real property proceeds expended   |                 |                        |  |   |   |
| c. Expenditure of Adult Funds transferred to Dislocated Worker Program   |                 |                        |  |   |   |
| 10. Remarks:   |                 |                        |  |   |   |
|  |                 |                        |  |   |   |
| 11. Certification: I certify to the best of my knowledge and belief that this report is correct and complete and that all expenditures and unliquidated obligations are for the purposes set forth in the award documents. |                 |                        |  |   |   |
| 12. Contractor Authorized Signature(s) and Date  |                 |                        |  |   |   |
|  |                 |                        |  |   |   |

# Arizona Department of Economic Security

## Adult Program

### Accrued Expenditure and Cash Draw Report

#### Instructions

##### Report Submission:

- 1) The Department of Economic Security require all contractors to submit the Accrued Expenditure and Cash Draw Report electronically via E-Mail in the exact format as received by the Local Area with no changes to cell formulas, headings, etc.
- 2) Report submittals must be accurate and by submitting electronically, the contractor certifies that the information contained therein is accurate to the best of their knowledge.
- 3) A separate report form is due for each Program and Fiscal Year, each grant fund (i.e. Adult, Youth and Dislocated Worker), and each Set-Aside funded project (i.e. incentive funds, technical assistance, business outreach, etc.).

##### Reporting Requirements:

- 1) The report is due 30 days after the end of each calendar month. Any exceptions to this timeframe must be received in writing from the Department. Failure to comply with this requirement may result in delays in receipt of cash draws or suspension of cash draws until reports are brought up to date.
- 2) A final closeout report for each grant fund (i.e. Adult, Youth and Dislocated Worker) and set-aside project (i.e. incentive funds, technical assistance, business outreach, etc.) is due no later than 30 days after the funding availability period or within 30 days of the final expenditure which reaches the contract ceiling for that fund or project, whichever occurs first.
- 3) All expenditure data is required to be reported on an accrual basis.
- 4) All financial reporting is to be cumulative from the contract inception or specified start date for the funds provided.

**Attachment C**

**Line Item Instructions for the Accrued Expenditure and Cash Draw Report**

| Form Line Number | Reporting Item                                     | Instructions   |
|------------------|--|--|
| 1                | Contractor Name                                    | Fill in the name of the Local Area or Agency who receives the funds.   |
| 2                | PY/FY  | Fill in the Program Year or Fiscal Year for the fund source the report is being completed for (i.e. PY08 or FY09).   |
| 2(a)             | American Recovery and Reinvestment Act Funds (Y/N) | Check whether the funds being reported on are part of the ARRA Stimulus funding.   |
| 3                | Program Funds or Set-Aside Funds                   | Indicate whether the report is for the 85% local area funding or whether it is for set-aside funds. If the report is for set-aside funds, a separate report for each set-aside project must be completed (i.e. a separate report is required for incentive funds and youth funds as an example). |
| 4                | Contract Number                                    | Fill in the complete contract number as it appears in the contract for which the funds were received under (example: DE0911198000).  |
| 5                | Final Report Y/N                                   | Check the appropriate box for whether the report is the final report for the funds or not.   |
| 6                | Reporting Period                                   | Fill in the report period start date and end date. The start date should be the date the funds were made available per the contract.   |
| 7                | Date Submitted                                     | Fill in the date the report was e-mailed or mailed to the Department.  |
| 8                | Transactions                                       | Enter cumulative amounts in the cumulative column for each line item requiring data entry, as of the reporting period end date.<br>NOTE: If any line item does NOT   |

**Attachment C**

|       |  |   |
|-------|--|---|
|       |  | require data entry for the reporting period, a ZERO (0) must be entered.  |
| 8A(a) | Cash – Administration – Cash Receipts to Date  | Enter the amount of cash received as of the reporting period end date for Administration.   |
| 8A(b) | Cash – Administration – Cash Disbursements to Date   | Enter the amount of cash disbursed as of the reporting period end date for Administration.  |
| 8A(c) | Cash – Administration – Cash On Hand (Line a minus Line b)   | This is a formula cell and <b>MUST NOT BE CHANGED</b> . If the formula for the cell is altered, the form will be returned and cash receipts may be delayed.   |
| 8A(d) | Expenditures and Unobligated Balances – Administration – Total Federal Funds Authorized            | Enter the total amount available as received in the contract for Administration.  |
| 8A(e) | Expenditures and Unobligated Balance – Administration – Federal Share of Expenditures              | Enter the amount of expenditures (including accrued expenses) incurred through the report period end date for Administration.   |
| 8A(f) | Expenditures and Unobligated Balances – Administration – Federal Share of Unliquidated Obligations | Enter the amount of Unliquidated Obligations (legally binding commitments to expend subject grant funds authorized) for which an accrued expenditure has not yet been incurred, as of the last day of the reporting period for Administration. Unliquidated obligations should include amounts which will become due to sub recipients and subcontractors. Do not include any amount on line 8A(f) that was included in line 8A(e). |
| 8A(g) | Expenditures and Unobligated Balances – Administration – Total Federal Obligations                 | Formula Cell that adds line 8A(e) and 8A(f). This cell <b>MUST NOT BE CHANGED</b> . If the formula for this cell is altered, the form will be returned and cash receipts may be delayed.  |
| 8A(h) | Expenditures and Unobligated Balances – Administration – Unobligated Balance of Federal Funds      | Formula Call that Subtracts line 8A(g) from Line 8A(d). This cell   |

**Attachment C**

|       |   |  |
|-------|---|--|
|       |   | MUST NOT BE CHANGED. If the formula for this cell is altered, the form will be returned and cash receipts may be delayed.  |
| 8B(a) | Cash – Adult Program – Cash Receipts to Date  | Enter the amount of cash received as of the reporting period end date for Program related costs (excludes Administration).   |
| 8B(b) | Cash – Adult Program – Cash Disbursements to Date   | Enter the amount of cash disbursed as of the reporting period end date for Program related costs (excludes Administration).  |
| 8B(c) | Cash – Adult Program – Cash On Hand   | This is a formula cell and MUST NOT BE CHANGED. If the formula for the cell is altered, the form will be returned and cash receipts may be delayed.  |
| 8B(d) | Expenditures and Unobligated Balances – Adult Program – Total Federal Funds Authorized            | Enter the total amount available as received in the contract for Program related costs (excludes Administration). Note: The allocation amount MUST include any funds which the local area has identified as being transferred to the DISLOCATED WORKER PROGRAM. DO NOT REPORT ANY DISLOCATED WORKER FUNDS TRANSFERRED TO ADULT IN THIS LINE.                     |
| 8B(e) | Expenditures and Unobligated Balances – Adult Program – Federal Share of Expenditures             | Enter the amount of expenditures (including accrued expenses) incurred through the report period end date for Program related costs (excludes Administration). Note: Expenditure of Adult Funds transferred to the Dislocated Worker Program MUST BE REPORTED on this line. DO NOT REPORT ANY DISLOCATED WORKER FUNDS TRANSFERRED TO ADULT PROGRAM IN THIS LINE. |
| 8B(f) | Expenditures and Unobligated Balances – Adult Program – Federal Share of Unliquidated Obligations | Enter the amount of Unliquidated Obligations (legally  |

**Attachment C**

|       |  |   |
|-------|--|---|
|       |  | <p>binding commitments to expend subject grant funds authorized) for which an accrued expenditure has not yet been incurred, as of the last day of the reporting period for Program related costs. Unliquidated obligations should include amounts which will become due to sub recipients and subcontractors. Do not include any amount on line 8B(f) that was included in line 8B(e). Note: Unliquidated Obligations of Dislocated Worker Funds transferred to the Adult Program <b>MUST BE REPORTED</b> on this line. <b>DO NOT REPORT ANY DISLOCATED WORKER UNLIQUIDATED OBLIGATIONS TRANSFERRED TO ADULT PROGRAM IN THIS LINE.</b></p> |
| 8B(g) | Expenditures and Unobligated Balances – Adult Program – Total Federal Obligations            | Formula Cell that adds line 8B(e) and 8B(f). This cell <b>MUST NOT BE CHANGED</b> . If the formula for this cell is altered, the form will be returned and cash receipts may be delayed.  |
| 8B(h) | Expenditures and Unobligated Balances – Adult Program – Unobligated Balance of Federal Funds | Formula Cell that Subtracts line 8B(g) from Line 8B(d). This cell <b>MUST NOT BE CHANGED</b> . If the formula for this cell is altered, the form will be returned and cash receipts may be delayed.   |
| 8C(a) | Program Income – Total Federal Program Income Earned   | Enter the total amount of program income earned during the reporting period as the result of allowable grant activity. The addition method of recording and reporting program income is required for all ETA programs/grants. For additional reference, program income is defined in the applicable program regulations and in 29CFR95.24 and 29CFR97.25. The Net program income (i.e. after the expense of generating  |

**Attachment C**

|       |   |   |
|-------|---|---|
|       |   | the income is subtracted from the income earned) is preferred. If no program income is earned a ZERO (0) MUST BE ENTERED.   |
| 8C(b) | Program Income – Program Income Expended in Accordance with the Addition Method | Enter the amount of program income reported on line 8D(a) that was expended during the reporting period.  |
| 8C(c) | Program Income – Unexpended Program Income                                      | This is a formula cell and MUST NOT BE CHANGED. If the cell is altered, the form will be returned for correction and cash receipts may be delayed. This cell will subtract line 8D(b) from Line 8D(a). If the resulting calculation results in a negative number, the local areas must explain in the remarks section (Section 12) why there was negative program income. If the calculation results in a positive number, the local area must explain in the remarks section of the form (Section 10) what the planned use of the program income is, and when it is expected to be expended. |
| 8D(a) | Total Recipient Share Required  | Enter match requirement if applicable. If there is no match requirement, a ZERO must be entered.  |
| 8D(b) | Recipient Share of Expenditures   | Enter any non-Federal funds expended, by recipient organization, for the purposes of the WIA Grant. Expenditures identified on this line item must be allowable costs which could otherwise have been paid for out of the WIA grant funds. These expenditures should include other non-Federal leveraged resources. The value of allowable non-federal in-kind contributions should also be included.<br><br>Note: Non-Federal funds expended for the purposes or   |

**Attachment C**

|       |  |  |
|-------|--|--|
|       |  | activities of WIA Grant, which are allowable under all OMB Circulars, but which are not completely allowable under WIA Grant (due to a program specific restriction), should NOT be reported on this line item.  |
| 8D(c) | Recipient Share of Unliquidated Obligations  | <p>Enter any obligations (legal commitments to expend non-Federal funds) for which an accrued expenditure has not yet been incurred, as of the reporting period end date.</p> <p><i>Do not include any amount on line 8D(c) that has been reporting on line 8D(b). Do not include any amount on line 8D(c) for a future commitment of funds (e.g., entire lease, budgeted salary costs) for which an obligation has not yet been incurred.</i></p> |
| 8D(d) | Total Recipient Share (sum of line 8D(a) and 8D(b))  | This is a formula cell and MUST NOT BE CHANGED. If the formula for the cell is altered, the form will be returned and cash receipts may be delayed.  |
| 8D(e) | Remaining Recipient Share to be Provided (line 8D(a) minus line 8D(d))                                     | This is a formula cell and MUST NOT BE CHANGED. If the formula for the cell is altered, the form will be returned and cash receipts may be delayed.  |
| 9(a)  | Additional Expenditure Data Required – Other Federal Funds Expended  | If no other Federal funds were expended a ZERO (0) MUST BE ENTERED.  |
| 9(b)  | Additional Expenditure Data Required – Real Property Proceeds Expended                                     | If no real property proceed were expended a ZERO (0) MUST BE ENTERED.  |
| 9(c)  | Additional Expenditure Data Required – Expenditure of Adult Funds Transferred to Dislocated Worker Program | Report any Adult Program Funds expended on the Dislocated Worker Program in this field for the reporting period. In addition, expenditures reported in this line MUST BE REPORTED AS PART OF LINE 8B(e).   |
| 10    | Remarks  | Enter any remarks related to the   |

**Attachment C**

|    |   |  |
|----|---|--|
|    |   | information reported on the form. In addition, if any program income and expenditures are reported, please see line 8C(c) for specific instructions on what must be entered in this field. |
| 11 | <b>Certification Statement</b>                  | This field <b>MUST NOT BE CHANGED</b> . If any change is made to this field, the report will be returned for correction, and the cash receipts may be delayed.                             |
| 12 | <b>Contractor Authorized Signature and Date</b> | Enter the Local Area Authorized Signature persons Name and the date of signature.  |

## Arizona Department of Economic Security Accrued Expenditure and Cash Report for WIA

(Follow attached instructions)

|  |  |                        |  |   |   |
|--|--|------------------------|--|---|---|
| 1. Contractor Name:  |  | 2. PY/FY:              |  |   | 2a. American Recovery and Reinvestment Act<br><br><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| 3. Program Funds or Set-Aside Funds - If Set-Aside Funds, Designate Which Set-Aside<br><input checked="" type="checkbox"/> <b>Program Funds</b> <input type="checkbox"/> <b>Set-Aside Funds</b>                            |  |                        |  |   |   |
| 4. Contract Number   | 5. Final Report<br><br><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |                        |  |   |   |
| 6. Reporting Period<br>From: (Month, Day, Year)  |  | To: (Month, Day, Year) |  | 7. Date Submitted<br>(Month, Day, Year) |   |
| <b>8. Transactions</b>   |  |                        |  |   | Cumulative  |
| <b>A. Cash - Administration :</b>  |  |                        |  |   |   |
| a. Cash Receipts to Date   |  |                        |  |   |   |
| b. Cash Disbursements to Date  |  |                        |  |   |   |
| c. Cash on Hand (line a minus b)   |  |                        |  |   | 0   |
| <b>Expenditures and Unobligated Balance - Administration:</b>  |  |                        |  |   |   |
| d. Total Federal funds authorized  |  |                        |  |   |   |
| e. Federal share of expenditures   |  |                        |  |   |   |
| f. Federal share of unliquidated obligations   |  |                        |  |   |   |
| g. Total Federal obligations (line e plus f)   |  |                        |  |   | 0   |
| h. Unobligated balance of Federal funds (line d minus g)   |  |                        |  |   | 0   |
| <b>B. Cash - Youth Program:</b>  |  |                        |  |   |   |
| a. Cash Receipts to Date   |  |                        |  |   |   |
| b. Cash Disbursements to Date  |  |                        |  |   |   |
| c. Cash on Hand (line a minus b)   |  |                        |  |   | 0   |
| <b>Expenditures and Unobligated Balance - Youth Program:</b>   |  |                        |  |   |   |
| d. Total Federal funds authorized  |  |                        |  |   |   |
| e. Federal share of expenditures   |  |                        |  |   |   |
| f. Federal share of unliquidated obligations   |  |                        |  |   |   |
| g. Total Federal obligations (line e plus f)   |  |                        |  |   | 0   |
| h. Unobligated balance of Federal funds (line d minus g)   |  |                        |  |   | 0   |
| <b>C. Program Income:</b>  |  |                        |  |   |   |
| a. Total Federal program income earned   |  |                        |  |   |   |
| b. Program income expended in accordance with the addition method  |  |                        |  |   |   |
| c. Unexpended program income (line a minus line b)   |  |                        |  |   | 0   |
| <b>9. Additional Expenditure Data Required</b>   |  |                        |  |   |   |
| a. Other Federal funds expended  |  |                        |  |   |   |
| b. Real property proceeds expended   |  |                        |  |   |   |
| c. Out of school youth expenditures  |  |                        |  |   |   |
| d. In school youth expenditures (this line should be)  |  |                        |  |   | 0   |
| e. Summer employment opportunities expenditures  |  |                        |  |   |   |
| f. Total out of school and in school expenditures (Total MUST match line 8B(e))  |  |                        |  |   | 0   |
| 10. Remarks:   |  |                        |  |   |   |
| 11. Certification: I certify to the best of my knowledge and belief that this report is correct and complete and that all expenditures and unliquidated obligations are for the purposes set forth in the award documents. |  |                        |  |   |   |
| 12. Contractor Authorized Signature(s) and Date  |  |                        |  |   |   |

# Arizona Department of Economic Security

## Youth Program

### Accrued Expenditure and Cash Draw Report

### Instructions

#### Report Submission:

- 1) The Department of Economic Security require all contractors to submit the Accrued Expenditure and Cash Draw Report electronically via E-Mail in the exact format as received by the Local Area with no changes to cell formulas, headings, etc.
- 2) Report submittals must be accurate and by submitting electronically, the contractor certifies that the information contained therein is accurate to the best of their knowledge.
- 3) A separate report form is due for each Program and Fiscal Year, each grant fund (i.e. Adult, Youth and Dislocated Worker), and each Set-Aside funded project (i.e. incentive funds, technical assistance, business outreach, etc.).

#### Reporting Requirements:

- 1) The report is due 30 days after the end of each calendar month. Any exceptions to this timeframe must be received in writing from the Department. Failure to comply with this requirement may result in delays in receipt of cash draws or suspension of cash draws until reports are brought up to date.
- 2) A final closeout report for each grant fund (i.e. Adult, Youth and Dislocated Worker) and set-aside project (i.e. incentive funds, technical assistance, business outreach, etc.) is due no later than 30 days after the funding availability period or within 30 days of the final expenditure which reaches the contract ceiling for that fund or project, whichever occurs first.
- 3) All expenditure data is required to be reported on an accrual basis.
- 4) All financial reporting is to be cumulative from the contract inception or specified start date for the funds provided.

**Attachment E**

**Line Item Instructions for the Accrued Expenditure and Cash Draw Report**

| Form Line Number | Reporting Item                                     | Instructions   |
|------------------|--|--|
| 1                | Contractor Name                                    | Fill in the name of the Local Area or Agency who receives the funds.   |
| 2                | PY/FY  | Fill in the Program Year or Fiscal Year for the fund source the report is being completed for (i.e. PY08 or FY09).   |
| 2(a)             | American Recovery and Reinvestment Act Funds (Y/N) | Check whether the funds being reported on are part of the ARRA Stimulus funding.   |
| 3                | Program Funds or Set-Aside Funds                   | Indicate whether the report is for the 85% local area funding or whether it is for set-aside funds. If the report is for set-aside funds, a separate report for each set-aside project must be completed (i.e. a separate report is required for incentive funds and youth funds as an example). |
| 4                | Contract Number                                    | Fill in the complete contract number as it appears in the contract for which the funds were received under (example: DE0911198000).  |
| 5                | Final Report Y/N                                   | Check the appropriate box for whether the report is the final report for the funds or not.   |
| 6                | Reporting Period                                   | Fill in the report period start date and end date. The start date should be the date the funds were made available per the contract.   |
| 7                | Date Submitted                                     | Fill in the date the report was e-mailed or mailed to the Department.  |
| 8                | Transactions                                       | Enter cumulative amounts in the cumulative column for each line item requiring data entry, as of the reporting period end date.<br>NOTE: If any line item does NOT   |

**Attachment E**

|       |  |   |
|-------|--|---|
|       |  | require data entry for the reporting period, a ZERO (0) must be entered.  |
| 8A(a) | Cash – Administration – Cash Receipts to Date  | Enter the amount of cash received as of the reporting period end date for Administration.   |
| 8A(b) | Cash – Administration – Cash Disbursements to Date   | Enter the amount of cash disbursed as of the reporting period end date for Administration.  |
| 8A(c) | Cash – Administration – Cash On Hand (Line a minus Line b)   | This is a formula cell and <b>MUST NOT BE CHANGED</b> . If the formula for the cell is altered, the form will be returned and cash receipts may be delayed.   |
| 8A(d) | Expenditures and Unobligated Balances – Administration – Total Federal Funds Authorized            | Enter the total amount available as received in the contract for Administration.  |
| 8A(e) | Expenditures and Unobligated Balance – Administration – Federal Share of Expenditures              | Enter the amount of expenditures (including accrued expenses) incurred through the report period end date for Administration.   |
| 8A(f) | Expenditures and Unobligated Balances – Administration – Federal Share of Unliquidated Obligations | Enter the amount of Unliquidated Obligations (legally binding commitments to expend subject grant funds authorized) for which an accrued expenditure has not yet been incurred, as of the last day of the reporting period for Administration. Unliquidated obligations should include amounts which will become due to sub recipients and subcontractors. Do not include any amount on line 8A(f) that was included in line 8A(e). |
| 8A(g) | Expenditures and Unobligated Balances – Administration – Total Federal Obligations                 | Formula Cell that adds line 8A(e) and 8A(f). This cell <b>MUST NOT BE CHANGED</b> . If the formula for this cell is altered, the form will be returned and cash receipts may be delayed.  |
| 8A(h) | Expenditures and Unobligated Balances – Administration – Unobligated Balance of Federal Funds      | Formula Call that Subtracts line 8A(g) from Line 8A(d). This cell   |

**Attachment E**

|       |   |  |
|-------|---|--|
|       |   | <b>MUST NOT BE CHANGED.</b> If the formula for this cell is altered, the form will be returned and cash receipts may be delayed.   |
| 8B(a) | Cash – Youth Program – Cash Receipts to Date  | Enter the amount of cash received as of the reporting period end date for Program related costs (excludes Administration).   |
| 8B(b) | Cash – Youth Program – Cash Disbursements to Date   | Enter the amount of cash disbursed as of the reporting period end date for Program related costs (excludes Administration).  |
| 8B(c) | Cash – Youth Program – Cash On Hand   | This is a formula cell and <b>MUST NOT BE CHANGED.</b> If the formula for the cell is altered, the form will be returned and cash receipts may be delayed.   |
| 8B(d) | Expenditures and Unobligated Balances – Youth Program – Total Federal Funds Authorized            | Enter the total amount available as received in the contract for Program related costs (excludes Administration).  |
| 8B(e) | Expenditures and Unobligated Balances – Youth Program – Federal Share of Expenditures             | Enter the amount of expenditures (including accrued expenses) incurred through the report period end date for Program related costs (excludes Administration).   |
| 8B(f) | Expenditures and Unobligated Balances – Youth Program – Federal Share of Unliquidated Obligations | Enter the amount of Unliquidated Obligations (legally binding commitments to expend subject grant funds authorized) for which an accrued expenditure has not yet been incurred, as of the last day of the reporting period for Program related costs. Unliquidated obligations should include amounts which will become due to sub recipients and subcontractors. Do not include any amount on line 8B(f) that was included in line 8B(e). |
| 8B(g) | Expenditures and Unobligated Balances – Youth Program – Total Federal Obligations                 | Formula Cell that adds line 8B(e) and 8B(f). This cell <b>MUST NOT BE CHANGED.</b> If the formula for  |

**Attachment E**

|       |   |  |
|-------|---|--|
|       |   | this cell is altered, the form will be returned and cash receipts may be delayed.  |
| 8B(h) | Expenditures and Unobligated Balances – Youth Program<br>– Unobligated Balance of Federal Funds | Formula Cell that Subtracts line 8B(g) from Line 8B(d). This cell <b>MUST NOT BE CHANGED</b> . If the formula for this cell is altered, the form will be returned and cash receipts may be delayed.  |
| 8C(a) | Program Income – Total Federal Program Income Earned  | Enter the total amount of program income earned during the reporting period as the result of allowable grant activity. The addition method of recording and reporting program income is required for all ETA programs/grants. For additional reference, program income is defined in the applicable program regulations and in 29CFR95.24 and 29CFR97.25. The Net program income (i.e. after the expense of generating the income is subtracted from the income earned) is preferred. If no program income is earned a <b>ZERO (0) MUST BE ENTERED</b> . |
| 8C(b) | Program Income – Program Income Expended in Accordance with the Addition Method                 | Enter the amount of program income reported on line 8D(a) that was expended during the reporting period.   |
| 8C(c) | Program Income – Unexpended Program Income  | This is a formula cell and <b>MUST NOT BE CHANGED</b> . If the cell is altered, the form will be returned for correction and cash receipts may be delayed. This cell will subtract line 8D(b) from Line 8D(a). If the resulting calculation results in a negative number, the local areas must explain in the remarks section (Section 12) why there was negative program income. If the calculation results in a positive number, the local area must explain in the remarks section of the form (Section 10) what the planned use of the program       |

**Attachment E**

|       |   |  |
|-------|---|--|
|       |   | income is, and when it is expected to be expended.   |
| 8D(a) | Total Recipient Share Required                      | Enter match requirement if applicable. If there is no match requirement, a ZERO must be entered.   |
| 8D(b) | Recipient Share of Expenditures                     | <p>Enter any non-Federal funds expended, by recipient organization, for the purposes of the WIA Grant. Expenditures identified on this line item must be allowable costs which could otherwise have been paid for out of the WIA grant funds. These expenditures should include other non-Federal leveraged resources. The value of allowable non-federal in-kind contributions should also be included.</p> <p>Note: Non-Federal funds expended for the purposes or activities of WIA Grant, which are allowable under all OMB Circulars, but which are not completely allowable under WIA Grant (due to a program specific restriction), should NOT be reported on this line item.</p> |
| 8D(c) | Recipient Share of Unliquidated Obligations         | <p>Enter any obligations (legal commitments to expend non-Federal funds) for which an accrued expenditure has not yet been incurred, as of the reporting period end date.</p> <p><i>Do not include any amount on line 8D(c) that has been reporting on line 8D(b). Don not include any amount on line 8D(c) for a future commitment of funds (e.g., entire lease, budgeted salary costs) for which an obligation has not yet been incurred.</i></p>  |
| 8D(d) | Total Recipient Share (sum of line 8D(a) and 8D(b)) | This is a formula cell and MUST NOT BE CHANGED. If the   |

**Attachment E**

|       |   |   |
|-------|---|---|
|       |   | formula for the cell is altered, the form will be returned and cash receipts may be delayed.  |
| 8D(e) | Remaining Recipient Share to be Provided (line 8D(a) minus line 8D(d))              | This is a formula cell and <b>MUST NOT BE CHANGED</b> . If the formula for the cell is altered, the form will be returned and cash receipts may be delayed.   |
| 9(a)  | Additional Expenditure Data Required – Other Federal Funds Expended                 | If no other Federal funds were expended a ZERO (0) <b>MUST BE ENTERED</b> .   |
| 9(b)  | Additional Expenditure Data Required – Real Property Proceeds Expended              | If no real property proceeds were expended a ZERO (0) <b>MUST BE ENTERED</b> .  |
| 9(c)  | Additional Expenditure Data Required – Out of School Youth Expenditures             | Enter the amount of expenditures reported on line 8B(e) that were spent on out of school youth.   |
| 9(d)  | Additional Expenditure Data Required – In School Youth Expenditures                 | Enter the amount of expenditures reported on line 8B(e) that were spent on in school youth.   |
| 9(e)  | Additional Expenditure Data Required – Summer Employment Opportunities Expenditures | Enter the amount of expenditures that were for summer employment opportunities. This is a stand alone line item, and is a subpart of Line 8B(e) and amounts entered on 9(c) and 9(d).                                       |
| 10    | Remarks   | Enter any remarks related to the information reported on the form. In addition, if any program income and expenditures are reported, please see line 8C(c) for specific instructions on what must be entered in this field. |
| 11    | Certification Statement   | This field <b>MUST NOT BE CHANGED</b> . If any change is made to this field, the report will be returned for correction, and the cash receipts may be delayed.  |
| 12    | Contractor Authorized Signature and Date  | Enter the Local Area Authorized Signature persons Name and the date of signature.   |

## Arizona Department of Economic Security Accrued Expenditure and Cash Report for WIA

(Follow attached instructions)

|  |  |   |                        |  |   |  |
|--|--|---|------------------------|--|---|--|
| 1. Contractor Name:  |  | 2. PY/FY:   |                        |  | 2a. American Recovery and Reinvestment Act<br><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |  |
| 3. Program Funds or Set-Aside Funds - If Set-Aside Funds, Designate Which Set-Aside<br><b><input checked="" type="checkbox"/> Program Funds    <input type="checkbox"/> Set-Aside Funds</b>                                |  |   |                        |  |   |  |
| 4. Contract Number   |  | 5. Final Report<br><b><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</b> |                        |  |   |  |
| 6. Reporting Period<br>From: (Month, Day, Year)  |  |   | To: (Month, Day, Year) |  | 7. Date Submitted<br>(Month, Day, Year)   |  |
| <b>8. Transactions</b>   |  |   |                        |  | Cumulative  |  |
| <b>A. Cash - Administration :</b>  |  |   |                        |  |   |  |
| a. Cash Receipts to Date   |  |   |                        |  |   |  |
| b. Cash Disbursements to Date  |  |   |                        |  |   |  |
| c. Cash on Hand (line a minus b)   |  |   |                        |  | 0   |  |
| <b>Expenditures and Unobligated Balance - Administration:</b>  |  |   |                        |  |   |  |
| d. Total Federal funds authorized  |  |   |                        |  |   |  |
| e. Federal share of expenditures   |  |   |                        |  |   |  |
| f. Federal share of unliquidated obligations   |  |   |                        |  |   |  |
| g. Total Federal obligations (line e plus f)   |  |   |                        |  | 0   |  |
| h. Unobligated balance of Federal funds (line d minus g)   |  |   |                        |  | 0   |  |
| <b>B. Cash - Dislocated Worker Program:</b>  |  |   |                        |  |   |  |
| a. Cash Receipts to Date   |  |   |                        |  |   |  |
| b. Cash Disbursements to Date  |  |   |                        |  |   |  |
| c. Cash on Hand (line a minus b)   |  |   |                        |  | 0   |  |
| <b>Expenditures and Unobligated Balance - Dislocated Worker Program:</b>   |  |   |                        |  |   |  |
| d. Total Federal funds authorized  |  |   |                        |  |   |  |
| e. Federal share of expenditures   |  |   |                        |  |   |  |
| f. Federal share of unliquidated obligations   |  |   |                        |  |   |  |
| g. Total Federal obligations (line e plus f)   |  |   |                        |  | 0   |  |
| h. Unobligated balance of Federal funds (line d minus g)   |  |   |                        |  | 0   |  |
| <b>B2. Cash - Rapid Response Program:</b>  |  |   |                        |  |   |  |
| a. Cash Receipts to Date   |  |   |                        |  |   |  |
| b. Cash Disbursements to Date  |  |   |                        |  |   |  |
| c. Cash on Hand (line a minus b)   |  |   |                        |  | 0   |  |
| <b>Expenditures and Unobligated Balance - Rapid Response Program:</b>  |  |   |                        |  |   |  |
| d. Total Federal funds authorized  |  |   |                        |  |   |  |
| e. Federal share of expenditures   |  |   |                        |  |   |  |
| f. Federal share of unliquidated obligations   |  |   |                        |  |   |  |
| g. Total Federal obligations (line e plus f)   |  |   |                        |  | 0   |  |
| h. Unobligated balance of Federal funds (line d minus g)   |  |   |                        |  | 0   |  |
| <b>C. Program Income:</b>  |  |   |                        |  |   |  |
| a. Total Federal program income earned   |  |   |                        |  |   |  |
| b. Program income expended in accordance with the addition method  |  |   |                        |  |   |  |
| c. Unexpended program income (line a minus line b)   |  |   |                        |  | 0   |  |
| <b>D. Recipient Share:</b>   |  |   |                        |  |   |  |
| a. Total recipient share required  |  |   |                        |  |   |  |
| b. Recipient share of expenditures   |  |   |                        |  |   |  |
| c. Recipient share of unliquidated obligations   |  |   |                        |  |   |  |
| d. Total recipient obligations (sum of lines b and c)  |  |   |                        |  | 0   |  |
| e. Remaining recipient share to be provided (line a minus line d)  |  |   |                        |  | 0   |  |
| <b>9. Additional Expenditure Data Required</b>   |  |   |                        |  |   |  |
| a. Other Federal funds expended  |  |   |                        |  |   |  |
| b. Real property proceeds expended   |  |   |                        |  |   |  |
| c. Expenditure of DW Funds transferred to Adult Program  |  |   |                        |  |   |  |
| 10. Remarks:   |  |   |                        |  |   |  |
| 11. Certification: I certify to the best of my knowledge and belief that this report is correct and complete and that all expenditures and unliquidated obligations are for the purposes set forth in the award documents. |  |   |                        |  |   |  |
| 12. Contractor Authorized Signature(s) and Date  |  |   |                        |  |   |  |

# Arizona Department of Economic Security

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## Dislocated Worker Program

### Accrued Expenditure and Cash Draw Report

### Instructions

#### Report Submission:

- 1) The Department of Economic Security require all contractors to submit the Accrued Expenditure and Cash Draw Report electronically via E-Mail in the exact format as received by the Local Area with no changes to cell formulas, headings, etc.
- 2) Report submittals must be accurate and by submitting electronically, the contractor certifies that the information contained therein is accurate to the best of their knowledge.
- 3) A separate report form is due for each Program and Fiscal Year, each grant fund (i.e. Adult, Youth and Dislocated Worker), and each Set-Aside funded project (i.e. incentive funds, technical assistance, business outreach, etc.).

#### Reporting Requirements:

- 1) The report is due 30 days after the end of each calendar month. Any exceptions to this timeframe must be received in writing from the Department. Failure to comply with this requirement may result in delays in receipt of cash draws or suspension of cash draws until reports are brought up to date.
- 2) A final closeout report for each grant fund (i.e. Adult, Youth and Dislocated Worker) and set-aside project (i.e. incentive funds, technical assistance, business outreach, etc.) is due no later than 30 days after the funding availability period or within 30 days of the final expenditure which reaches the contract ceiling for that fund or project, whichever occurs first.
- 3) All expenditure data is required to be reported on an accrual basis.
- 4) All financial reporting is to be cumulative from the contract inception or specified start date for the funds provided.

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**Line Item Instructions for the Accrued Expenditure and Cash Draw Report**

| Form Line Number | Reporting Item                                     | Instructions   |
|------------------|--|--|
| 1                | Contractor Name                                    | Fill in the name of the Local Area or Agency who receives the funds.   |
| 2                | PY/FY  | Fill in the Program Year or Fiscal Year for the fund source the report is being completed for (i.e. PY08 or FY09).   |
| 2(a)             | American Recovery and Reinvestment Act Funds (Y/N) | Check whether the funds being reported on are part of the ARRA Stimulus funding.   |
| 3                | Program Funds or Set-Aside Funds                   | Indicate whether the report is for the 85% local area funding or whether it is for set-aside funds. If the report is for set-aside funds, a separate report for each set-aside project must be completed (i.e. a separate report is required for incentive funds and youth funds as an example). |
| 4                | Contract Number                                    | Fill in the complete contract number as it appears in the contract for which the funds were received under (example: DE0911198000).  |
| 5                | Final Report Y/N                                   | Check the appropriate box for whether the report is the final report for the funds or not.   |
| 6                | Reporting Period                                   | Fill in the report period start date and end date. The start date should be the date the funds were made available per the contract.   |
| 7                | Date Submitted                                     | Fill in the date the report was e-mailed or mailed to the Department.  |
| 8                | Transactions                                       | Enter cumulative amounts in the cumulative column for each line item requiring data entry, as of the reporting period end date.<br><b>NOTE: If any line item does NOT</b>  |

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|       |  | require data entry for the reporting period, a ZERO (0) must be entered.  |
| 8A(a) | Cash – Administration – Cash Receipts to Date  | Enter the amount of cash received as of the reporting period end date for Administration.   |
| 8A(b) | Cash – Administration – Cash Disbursements to Date   | Enter the amount of cash disbursed as of the reporting period end date for Administration.  |
| 8A(c) | Cash – Administration – Cash On Hand (Line a minus Line b)   | This is a formula cell and <b>MUST NOT BE CHANGED</b> . If the formula for the cell is altered, the form will be returned and cash receipts may be delayed.   |
| 8A(d) | Expenditures and Unobligated Balances – Administration – Total Federal Funds Authorized            | Enter the total amount available as received in the contract for Administration.  |
| 8A(e) | Expenditures and Unobligated Balance – Administration – Federal Share of Expenditures              | Enter the amount of expenditures (including accrued expenses) incurred through the report period end date for Administration.   |
| 8A(f) | Expenditures and Unobligated Balances – Administration – Federal Share of Unliquidated Obligations | Enter the amount of Unliquidated Obligations (legally binding commitments to expend subject grant funds authorized) for which an accrued expenditure has not yet been incurred, as of the last day of the reporting period for Administration. Unliquidated obligations should include amounts which will become due to sub recipients and subcontractors. Do not include any amount on line 8A(f) that was included in line 8A(e). |
| 8A(g) | Expenditures and Unobligated Balances – Administration – Total Federal Obligations                 | Formula Cell that adds line 8A(e) and 8A(f). This cell <b>MUST NOT BE CHANGED</b> . If the formula for this cell is altered, the form will be returned and cash receipts may be delayed.  |
| 8A(h) | Expenditures and Unobligated Balances – Administration – Unobligated Balance of Federal Funds      | Formula Call that Subtracts line 8A(g) from Line 8A(d). This cell   |

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|       |  | MUST NOT BE CHANGED. If the formula for this cell is altered, the form will be returned and cash receipts may be delayed.  |
| 8B(a) | Cash – Dislocated Worker Program – Cash Receipts to Date   | Enter the amount of cash received as of the reporting period end date for Program related costs (excludes Administration).   |
| 8B(b) | Cash – Dislocated Worker Program – Cash Disbursements to Date                                      | Enter the amount of cash disbursed as of the reporting period end date for Program related costs (excludes Administration).  |
| 8B(c) | Cash – Dislocated Worker Program – Cash On Hand  | This is a formula cell and MUST NOT BE CHANGED. If the formula for the cell is altered, the form will be returned and cash receipts may be delayed.  |
| 8B(d) | Expenditures and Unobligated Balances – Dislocated Worker Program – Total Federal Funds Authorized | Enter the total amount available as received in the contract for Program related costs (excludes Administration). Note: The allocation amount MUST include any funds which the local area has identified as being transferred to the Adult Program. DO NOT REPORT ANY ADULT FUNDS TRANSFERRED TO DISLOCATED WORKER IN THIS LINE.                                 |
| 8B(e) | Expenditures and Unobligated Balances – Dislocated Worker Program – Federal Share of Expenditures  | Enter the amount of expenditures (including accrued expenses) incurred through the report period end date for Program related costs (excludes Administration). Note: Expenditure of Dislocated Worker Funds transferred to the Adult Program MUST BE REPORTED on this line. DO NOT REPORT ANY ADULT FUNDS TRANSFERRED TO DISLOCATED WORKER PROGRAM IN THIS LINE. |
| 8B(f) | Expenditures and Unobligated Balances – Dislocated Worker Program – Federal Share of Unliquidated  | Enter the amount of Unliquidated Obligations (legally  |

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|        | Obligations  | binding commitments to expend subject grant funds authorized) for which an accrued expenditure has not yet been incurred, as of the last day of the reporting period for Program related costs. Unliquidated obligations should include amounts which will become due to sub recipients and subcontractors. Do not include any amount on line 8B(f) that was included in line 8B(e). Note: Unliquidated Obligations of Dislocated Worker Funds transferred to the Adult Program MUST BE REPORTED on this line. DO NOT REPORT ANY ADULT UNLIQUIDATED OBLIGATIONS TRANSFERRED TO DISLOCATED WORKER PROGRAM IN THIS LINE. |
| 8B(g)  | Expenditures and Unobligated Balances – Dislocated Worker Program – Total Federal Obligations            | Formula Cell that adds line 8B(e) and 8B(f). This cell MUST NOT BE CHANGED. If the formula for this cell is altered, the form will be returned and cash receipts may be delayed.   |
| 8B(h)  | Expenditures and Unobligated Balances – Dislocated Worker Program – Unobligated Balance of Federal Funds | Formula Call that Subtracts line 8B(g) from Line 8B(d). This cell MUST NOT BE CHANGED. If the formula for this cell is altered, the form will be returned and cash receipts may be delayed.  |
| 8B2(a) | Cash – Rapid Response Program – Cash Receipts to Date  | Enter the amount of cash received as of the reporting period end date for Program related costs (excludes Administration and Dislocated Worker Program).   |
| 8B2(b) | Cash – Rapid Response Program – Cash Disbursements to Date   | Enter the amount of cash disbursed as of the reporting period end date for Program related costs (excludes Administration and Dislocated Worker Program).  |
| 8B2(c) | Cash – Rapid Response Program – Cash On Hand   | This is a formula cell and MUST  |

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|        |  | NOT BE CHANGED. If the formula for the cell is altered, the form will be returned and cash receipts may be delayed.  |
| 8B2(d) | Expenditures and Unobligated Balances – Rapid Response Program – Total Federal Funds Authorized            | Enter the total amount available as received in the contract for Program related costs (excludes Administration and Dislocated Worker Program).  |
| 8B2(e) | Expenditures and Unobligated Balances – Rapid Response Program – Federal Share of Expenditures             | Enter the amount of expenditures (including accrued expenses) incurred through the report period end date for Program related costs (excludes Administration and Dislocated Worker Program).   |
| 8B2(f) | Expenditures and Unobligated Balances – Rapid Response Program – Federal Share of Unliquidated Obligations | Enter the amount of Unliquidated Obligations (legally binding commitments to expend subject grant funds authorized) for which an accrued expenditure has not yet been incurred, as of the last day of the reporting period for Program related costs. Unliquidated obligations should include amounts which will become due to sub recipients and subcontractors. Do not include any amount on line 8B2(f) that was included in line 8B2(e). |
| 8B2(g) | Expenditures and Unobligated Balances – Rapid Response Program – Total Federal Obligations                 | Formula Cell that adds line 8B2(e) and 8B2(f). This cell MUST NOT BE CHANGED. If the formula for this cell is altered, the form will be returned and cash receipts may be delayed.   |
| 8B2(h) | Expenditures and Unobligated Balances – Rapid Response Program – Unobligated Balance of Federal Funds      | Formula Call that Subtracts line 8B2(g) from Line 8B2(d). This cell MUST NOT BE CHANGED. If the formula for this cell is altered, the form will be returned and cash receipts may be delayed.  |
| 8C(a)  | Program Income – Total Federal Program Income Earned   | Enter the total amount of program income earned during the reporting period as the result  |

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|       |   | of allowable grant activity. The addition method of recording and reporting program income is required for all ETA programs/grants. For additional reference, program income is defined in the applicable program regulations and in 29CFR95.24 and 29CFR97.25. The Net program income (i.e. after the expense of generating the income is subtracted from the income earned) is preferred. If no program income is earned a ZERO (0) MUST BE ENTERED.  |
| 8C(b) | Program Income – Program Income Expended in Accordance with the Addition Method | Enter the amount of program income reported on line 8C(a) that was expended during the reporting period.  |
| 8C(c) | Program Income – Unexpended Program Income                                      | This is a formula cell and MUST NOT BE CHANGED. If the cell is altered, the form will be returned for correction and cash receipts may be delayed. This cell will subtract line 8C(b) from Line 8C(a). If the resulting calculation results in a negative number, the local areas must explain in the remarks section (Section 12) why there was negative program income. If the calculation results in a positive number, the local area must explain in the remarks section of the form (Section 10) what the planned use of the program income is, and when it is expected to be expended. |
| 8D(a) | Total Recipient Share Required  | Enter match requirement if applicable. If there is no match requirement, a ZERO must be entered.  |
| 8D(b) | Recipient Share of Expenditures   | Enter any non-Federal funds expended, by recipient organization, for the purposes of the WIA Grant. Expenditures identified on this line item must be allowable costs which could   |

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|       |  | <p>otherwise have been paid for out of the WIA grant funds. These expenditures should include other non-Federal leveraged resources. The value of allowable non-federal in-kind contributions should also be included.</p> <p>Note: Non-Federal funds expended for the purposes or activities of WIA Grant, which are allowable under all OMB Circulars, but which are not completely allowable under WIA Grant (due to a program specific restriction), should NOT be reported on this line item.</p> |
| 8D(c) | Recipient Share of Unliquidated Obligations                            | <p>Enter any obligations (legal commitments to expend non-Federal funds) for which an accrued expenditure has not yet been incurred, as of the reporting period end date.</p> <p><i>Do not include any amount on line 8D(c) that has been reporting on line 8D(b). Do not include any amount on line 8D(c) for a future commitment of funds (e.g., entire lease, budgeted salary costs) for which an obligation has not yet been incurred.</i></p>   |
| 8D(d) | Total Recipient Share (sum of line 8D(a) and 8D(b))                    | This is a formula cell and <b>MUST NOT BE CHANGED</b> . If the formula for the cell is altered, the form will be returned and cash receipts may be delayed.  |
| 8D(e) | Remaining Recipient Share to be Provided (line 8D(a) minus line 8D(d)) | This is a formula cell and <b>MUST NOT BE CHANGED</b> . If the formula for the cell is altered, the form will be returned and cash receipts may be delayed.  |
| 9(a)  | Additional Expenditure Data Required – Other Federal Funds Expended    | If no other Federal funds were expended a ZERO (0) <b>MUST BE ENTERED</b> .  |

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| 9(b) | Additional Expenditure Data Required – Real Property Proceeds Expended                      | If no real property proceeds were expended a ZERO (0) MUST BE ENTERED.  |
| 9(c) | Additional Expenditure Data Required – Expenditure of DW Funds Transferred to Adult Program | Report any Dislocated Worker Program Funds expended on the Adult Program in this field for the reporting period. In addition, expenditures reported in this line MUST BE REPORTED AS PART OF LINE 8B(e).                    |
| 10   | Remarks   | Enter any remarks related to the information reported on the form. In addition, if any program income and expenditures are reported, please see line 8D(c) for specific instructions on what must be entered in this field. |
| 11   | Certification Statement   | This field MUST NOT BE CHANGED. If any change is made to this field, the report will be returned for correction, and the cash receipts may be delayed.  |
| 12   | Contractor Authorized Signature and Date  | Enter the Local Area Authorized Signature persons Name and the date of signature.   |