

**AGREEMENT BETWEEN AHS HOSPITAL CORP. (“GRANTEE”) AND
UNION COUNTY EDUCATIONAL SERVICES COMMISSION PROJECT SEARCH
FOR**

**ATLANTIC HEALTH SYSTEM PATHWAY TO ENSURING ACCESS AND CLINICAL
EXCELLENCE IN NURSING (“AHS PEACE”) PROGRAM FEDERAL AWARD PROJECT**

THIS AGREEMENT is entered this **[DATE]** by and between AHS Hospital Corp. (the “Grantee”) and Union County Educational Services Commission, UEI: GNAAPM9ZGG93 (the “Subrecipient”).

I. RECITALS

WHEREAS, pursuant to the United States Department of Labor (“DOL”) Notice of Award, Award # 23A60HG000006-01-00, with a Federal Award Date of May 30, 2023, the DOL has conditionally awarded \$2,785,263.00 in H-1B Job Training Grant funds to the Grantee for activities authorized under 414(c) of the American Competitiveness and Workforce Improvement Act of 1998 (ACWIA), as amended (codified at 29 U.S.C. 3224a) and described in the Grantee’s Action Plan (the “Action Plan”); and

WHEREAS, the Grantee wishes to engage the Subrecipient to assist the Grantee in utilizing such funds to carry out a part of the Grantee’s Federal award by committing \$64,000.00 of Grantee’s Federal award available for use by Subrecipient of the Grantee’s Federal award, pursuant to this Subrecipient Agreement (the “Agreement”); and

WHEREAS, the funds made available for use by the Subrecipient under this Agreement constitute a subaward of the Grantee’s Federal award, the use of which must be in accordance with requirements imposed by Federal statutes, regulations, and the terms and conditions of the Grantee’s Federal award; and

WHEREAS, the Grantee and its partners will establish the AHS PEACE program to expand and diversify the pipeline of nursing professionals practicing at the top of their licensure to fill positions that are in high demand in the region, as well as introduce entry level health care workers into the profession;

WHEREAS, the Subrecipient has legal authority to enter this Agreement and by signing this Agreement assures the Grantee that it will comply with all the requirements of the subaward described herein.

NOW, THEREFORE, in consideration of the need for nursing professionals and health care workers to support the delivery of care, and the premises and mutual covenants described herein, the parties mutually agree to the terms described in this Agreement.

II. GENERAL AWARD INFORMATION

The foregoing recitals in Section I above are incorporated herein by reference as if fully set forth in the body of this Agreement.

The subaward from the Grantee to the Subrecipient, which is described in detail in Exhibit A, is for the purpose of carrying out a portion of a Federal award described in Section I of this Agreement and creates a Federal assistance relationship with the Subrecipient. This Agreement must be updated to reflect any changes to the Federal award and the information providing in Exhibit A.

III. SCOPE OF SERVICE

A. Eligible Use of Funds

As a condition of receiving this subaward, the Subrecipient shall administer the deliverables identified in the grant application titled “DOL Nursing Expansion Grant Program,” which includes performing all of the work described in Exhibit B and meeting all other requirements, including without limitation, providing monthly and quarterly reports/narratives, attending Advisory Committees and Nursing Assistant Working Groups, data sharing, supporting the inclusion of candidates for diversity, supporting education of DEIA, meeting with the Program Assistant Director and Program Manager on a bimonthly basis to identify students with specialized employment opportunities as well as vocational pathways (“Services”). The Subrecipient shall complete the Services in a manner satisfactory to the Grantee and consistent with the terms of conditions of this Agreement and applicable Federal statutes and regulations.

Commented [MP1]: The parties may wish to include further details around these requirements, either in this section or in a separate Exhibit. For example, what information must the monthly and quarterly reports contain, what type of data sharing is required?

IV. PERFORMANCE MONITORING & REPORTING

A. Monitoring

The Grantee shall monitor the performance of the Subrecipient as necessary and in accordance with regulations on Subrecipient Monitoring and Management at 2 CFR 200.330 – 2 CFR 200.332, including without limitation, 2 CFR 200.332(d), to ensure the Subrecipient’s compliance with all of the requirements of this Agreement, including the timeframes and performance goals associated with the Services.

Specifically, the Subrecipient must submit to the monitoring by the Grantee of its activities as necessary to ensure that the subaward is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of the subaward and this Agreement, and that subaward performance goals are achieved. The Grantee’s monitoring of the Subrecipient shall include:

- (1) Reviewing financial and performance reports required by the Grantee.
- (2) Following-up and ensuring that the Subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to the Subrecipient from the Grantee detected through audits, on-site reviews, and written confirmation from the Subrecipient, highlighting the status of actions planned or taken to address Single Audit findings related to the particular subaward.
- (3) Issuing a management decision for applicable audit findings pertaining only to the Federal award provided to the Subrecipient from the Grantee as required by § 200.521. The Grantee may require the Subrecipient to take timely and appropriate action on all deficiencies pertaining to the Federal award detected through audits, on-site reviews, and other means. In response to audit deficiencies or other findings of noncompliance with this Agreement, the Grantee may impose additional conditions on the use of the funds to ensure future compliance or provide training and technical assistance as needed to correct noncompliance, or may suspend or terminate the Agreement, or initiate other remedies for noncompliance as appropriate and permitted under 2 CFR 200.339.
- (4) The Grantee is responsible for resolving audit findings specifically related to the subaward and not responsible for resolving crosscutting findings.

B. Reporting

The Subrecipient shall submit regular progress and financial reports to the Grantee with the content to be specified by the Grantee, and on timelines and with the forms provided by the Grantee’s Sponsored Projects Office.

V. DOCUMENTATION AND RECORD KEEPING

A. Records to be Maintained

The Subrecipient shall establish and maintain records sufficient to enable the Grantee to (1) determine whether the Subrecipient has complied with this agreement, applicable Federal statutes and regulations, and the terms and conditions of the Grantee's Federal award and (2) satisfy recordkeeping requirements applicable to the Grantee. At a minimum, the Subrecipient shall maintain records required by Federal statute, regulation, and the terms and conditions of the Grantee's Federal award, and to assist the Grantee in meeting its recordkeeping and reporting requirements. These records may include, but are not limited to: records providing a full description of Services undertaken; records required to determine the eligibility of Services; financial records as required by 2 CFR part 200, including records necessary to demonstrate compliance with all applicable procurement requirements; and other records necessary to document compliance with this Agreement, any other applicable Federal statutes and regulations, and the terms and conditions of Grantee's Federal award.

B. Access to Records

As required by 2 CFR 200.332(a)(5), the Subrecipient shall permit the Grantee and auditors to have access to the Subrecipient's records and financial statements as necessary for the Grantee to meet its requirements under the Federal award and 2 CFR part 200.

The Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the Grantee, or any of their authorized representatives, must have the right of access to any documents, papers, or other records of the Subrecipient which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the Subrecipient's personnel for the purpose of interview and discussion related to such documents.

C. Record Retention and Transmission of Records to the Grantee

Financial records, supporting documents, statistical records, and all other Subrecipient records pertinent to a Federal award must be retained for a period of three (3) years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. The Grantee shall not impose any other record retention requirements except as set forth at 2 CFR 200.334(a)-(f).

VI. AUDITS

The Subrecipient must be audited as required by 2 CFR part 200, subpart F when it is expected that the Subrecipient's Federal awards expended during the respective fiscal year equaled or exceeded the threshold set forth in 2 CFR 200.501. If the Subrecipient's Federal awards expended during the respective fiscal year do not equal or exceed the threshold set forth in 2 CFR 200.501, the Subrecipient is exempt from Federal audit requirements, but its records must be available for review by the Grantee and appropriate officials of the Federal awarding agency, and it must still have a financial audit performed for that year for an independent Certified Public Accountant. The Subrecipient shall provide the Grantee with a copy of the Subrecipient's most recent audited financial statements, federal single audit report, if applicable (including statements, schedule of expenditures of federal awards, schedule of findings and questioned costs, summary of prior audit findings, and corrective action plan, if applicable), and management letter within thirty (30) days after execution of this Agreement and thereafter within nine (9) months following the end of the Subrecipient's most recently ended fiscal year.

VII. PERIOD OF PERFORMANCE AND TERM

The period of performance for Subrecipient, meaning the time during which the Subrecipient may incur new obligations to carry out activities under this Agreement, shall be for a term of one (1) year, starting on [DATE] and ending on [DATE] (“Term”) and may be renewed annually upon the mutual written agreement of the parties. This Agreement and its terms and conditions shall remain in effect during any period that the Subrecipient has control over funds provided through this Agreement, including program income as defined in 2 CFR 200.307.

VIII. BUDGET

The Subrecipient shall complete all Services under this Agreement in accordance with the budget set forth on the budget table in Exhibit C. Grantee may require Subrecipient to provide supplementary budget information in a timely fashion in the form and content prescribed by the Grantee. The budget set forth in years 2-4 on the budget table in Exhibit C are subject to change and the parties shall amend the Agreement accordingly. Any amendments to the budget must be approved in writing by both the Grantee and the Subrecipient.

IX. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed \$64,600.00 for the Term, as set forth in Exhibit C (“Budget”). The Grantee shall distribute the funds to Subrecipient as provided herein and as set forth in Exhibit D. The disbursement of funds under this Agreement by Grantee to Subrecipient shall be on the following basis:

A. Contingency

The payment of funds to Subrecipient under the terms of this Agreement shall be contingent on the receipt of such funds by Grantee from applicable federal, state and private funding sources and shall be subject to Subrecipient’s continued eligibility to receive funds under the applicable provisions of state and federal laws and the Notice of Award. If the award amount of funds that Grantee receives from state and federal funding sources is reduced, Subrecipient reserves the right to reduce the amount of funds awarded under, or to terminate, this Agreement. Grantee also reserves the right to deny payment for Subrecipient’s expenditures for Services where invoices and/or other reports are not submitted by the deadlines specified in Sections 3(b) above and 4(d) below. If Grantee receives notice that said funds will not be provided or have been reduced or terminated for any reason whatsoever, Grantee will endeavor to give written notice within ten (10) days of the receipt of such notice by Grantee, but failure to give such notice by Grantee shall impose no obligation or liability of any kind upon Grantee. Subrecipient acknowledges that the availability of funding may not be known until Subrecipient has performed its obligations under this agreement. Subrecipient acknowledges that it still wishes to move forward with this Agreement and recognizes that it will receive good and valuable consideration by entering this Agreement even if it does not receive payment.

B. Fund Disbursement

All funds disbursed by Grantee to the Subrecipient under this Agreement shall be made pursuant to this Agreement and following receipt, review, and approval of a final report on the Services. In addition:

- i. Funds allocated hereunder shall only be disbursed upon receipt of invoices and delivery of items outlined as part of the Services. On or before the fifteenth (15th) day of each month and in any event, no later than thirty (30) days after the earlier of the expiration or termination of this Agreement, Subrecipient shall submit invoices, for the most recent month ended, to Grantee, setting forth actual expenditures of Subrecipient in accordance with this Agreement.

ii. Payment shall be made upon satisfactory performance of the Services as determined by Grantee and after receipt and approval by Grantee of an invoice certified by an officer or officers of Subrecipient, itemizing the rates and charges set forth therein.

C. Additional Requirements

Additionally, Subrecipient shall not incur any costs directly or indirectly for the Services beyond the Term of this Agreement. In no event, shall the amount disbursed to the Subrecipient by Grantee under this Agreement exceed the amount set forth in this Agreement and such amount shall be disbursed to the Subrecipient by Grantee in accordance with the provisions, terms, and conditions of this Agreement. Budget line items may not be altered unless a formal written request for modification with a detailed justification is submitted to and approved in advance by Grantee in writing. A revised line-item project budget must be submitted in conjunction with any budget modification request. Any indirect costs charged must be consistent with the conditions of this Agreement. In addition, Grantee may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by Grantee.

In the event Grantee and/or the Subrecipient anticipates that the total funds allocated for this Agreement will not be expended in the time and manner as required herein, Grantee reserves the right to extract said portion for other eligible projects/purposes. In such event, an amendment to this Agreement revising the amount of compensation will be executed.

X. SUSPENSION AND TERMINATION

A. Suspension

If the Subrecipient fail to comply with Federal statutes, regulations or the terms and conditions of the federal award, the Grantee may impose additional conditions, as described in 2 CFR 200.208. If the Grantee determines that noncompliance cannot be remedied by imposing additional conditions, the Grantee may take one or more of the following actions, as appropriate in the circumstances:

- i. Temporarily withhold cash payments pending correction of the deficiency by the Subrecipient or more severe enforcement action by the Federal awarding agency or the Grantee.
- ii. Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.
- iii. Wholly or partly suspend or terminate the Federal award.
- iv. Initiate suspension or debarment proceedings as authorized under 2 CFR part 180 and Federal awarding agency regulations (or in the case of a passthrough entity, recommend such a proceeding be initiated by a Federal awarding agency).
- v. Withhold further Federal awards for the project or program.
- vi. Take other remedies that may be legally available.

B. Termination

The Grantee may terminate this Agreement, in whole or in part, upon thirty (30) days' notice, whenever it determines that the Subrecipient has failed to comply with any term, condition, requirement, or provision of this Agreement, or as permitted by 2 CFR 200.340. Failure to comply with any terms of this Agreement, include (but are not limited to) the following:

i. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and DOL guidelines, policies or directives as may become applicable at any time;

ii. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement, including without limitation, the terms and conditions of the Federal award incorporated into this Agreement;

iii. Ineffective or improper use of funds provided under this Agreement; or

iv. Submission by the Subrecipient to the Grantee reports that are incorrect or incomplete in any material respect.

The Grantee shall promptly notify the Subrecipient, in writing, of its determination and the reasons for the termination together with the date on which the termination shall take effect and any other notifications required under 2 CFR part 200, subpart D. Upon termination, the Grantee retains the right to recover any improper expenditures from the Subrecipient and the Subrecipient shall return to the Grantee any improper expenditures no later than thirty (30) days after the date of termination. The Grantee may, at its sole discretion, allow Subrecipient to retain or be reimbursed for costs reasonably incurred prior to termination, that were not made in anticipation of termination and cannot be canceled provided that said costs meet the provisions of this agreement, 2 CFR Part 200, Subpart E, Cost Principles, and any other applicable state or Federal statutes, regulations or requirements.

This Agreement may also be terminated in whole or in part by either the Grantee or the Subrecipient, or based upon agreement by both the Grantee and the Subrecipient in accordance with the requirements in 2 CFR part 200, subpart D.

XI. CLOSE OUT

The Subrecipient shall closeout its use of the funds and its obligations under this Agreement by complying with the closeout procedures in 2 CFR § 200.344. Activities during this close-out period may include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records.

XII. OTHER REQUIREMENTS TO COMPLY WITH FEDERAL STATUTES, REGULATIONS AND THE TERMS AND CONDITIONS OF THE FEDERAL AWARD

The funds available to the Subrecipient through this Agreement constitute a subaward of the Grantee's Federal award under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR part 200. This Agreement includes terms and conditions of the Grantee's Federal award that are imposed on the Subrecipient, and the Subrecipient agrees to carry out its obligations in compliance with all of the obligations described in this Agreement.

A. General Compliance

The Subrecipient shall comply with all applicable provisions of the American Competitiveness and Workforce Improvement Act of 1998, as amended (codified at 29 USC 3224a), other applicable Federal statutes, Consolidated Appropriations Act, 2023 (Public Law 117-328) dated December 29, 2022, all implementing regulations, Executive Orders and Presidential Memoranda, Office of Management and Budget Guidance, including the Uniform Guidance at 2 CFR parts 200 and 2900, the DOL or Employment and Training Administration directives and terms and conditions of the Award, attached as Exhibit []. The

Subrecipient shall also comply with all other applicable Federal, state and local laws, regulations, and policies that govern the use of the funds in complying with its obligations under this agreement, regardless of whether funds are made available to the Subrecipient on an advance or reimbursement basis.

B. Architectural Barriers

The Architectural Barriers Act of 1968, 42 U.S.C. 4 LSI et seq., as amended, the Federal Property Management Regulations (see 4 L CFR 102-76), and the Uniform Federal Accessibility Standards issued by the U.S. General Services Administration (GSA) (see 36 CFR I L9 l, Appendixes C and D) set forth requirements to make facilities accessible to, and usable by, the physically handicapped and include minimum design standards..All new facilities designed or constructed with grant support must comply with these requirements.

C. Domestic Preferences for Procurements

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

D. Drug-Free Workplace

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

E. Flood Insurance

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

F. Intellectual Property Rights

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

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

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

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

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

G. Participant Minimum Age

Pursuant to P.L. 117-328, Division H, Title I, Section 104, funds made available under section 414(c) of the American Competitiveness and Workforce Improvement Act of 1998 (29 U.S.C. 3224a) must only be used for training individuals and for the related activities necessary to support such training. This training must be in the occupations and industries for which employers are using H-1B visas to hire foreign workers, and it must be provided only to individuals who are older than 16 years of age and who are not currently enrolled in a school within a local educational agency.

H. Promoting Equitable Delivery of Government Benefits and Equal Opportunity

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

The term "equity" means the consistent and systematic fair, just, and impartial treatment of all individuals, including individuals who belong to underserved communities that have been denied such treatment, such as Black, Latino, and Indigenous and Native American persons, Asian Americans and Pacific Islanders and other persons of color; members of religious minorities; lesbian, gay, bisexual, transgender, and queer (LGBTQ+) persons; persons with disabilities; persons who live in rural areas; and persons otherwise adversely affected by persistent poverty or inequality.

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

I. Personally Identifiable Information

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

J. Publicity

Pursuant to FY 2023 Omnibus Appropriations bill, the award recipient is not authorized to use any funds provided under this award-other than for normal and recognized executive-legislative relationships-for publicity or propaganda purposes, for the preparation, distribution or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation, designed to support or defeat legislation pending before the Congress or any state or local legislature or legislative body, except in presentation to the Congress or any state or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any state or local government, except in presentation to the executive branch of any state or local government itself.

K. Telecommunications Prohibition

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

Grant award and cooperative agreement recipients, and subrecipients are prohibited from obligating or expending loan or grant funds to:

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

For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). Including telecommunications or video surveillance services provided by such entities or using such equipment and telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

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

users and customers is sustained. See Public Law 115-232 (section 889) and 2 CFR 200.471 for additional information.

L. Veterans' Priority Provisions

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

M. Waste, Fraud and Abuse

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

N. Whistleblower Protection

All employees working for contractors, grantees/ grant recipients, subcontractors, subgrantees/ subrecipients, and recipients of cooperative agreements working on this Federal award are subject to the whistleblower rights and remedies established at 41

U.S.C. 4712. The award recipient shall inform its employees and applicable contractors and subrecipients, in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation. The award recipient shall insert the substance of this clause in all subawards and contracts over the Simplified Acquisition Threshold.

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

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

P. Executive Order 13043 - Increasing Seat Belt Use

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

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

As clarified by EO 13166, Improving Access to Services for Persons with Limited English Proficiency, dated August 11, 2000, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI, award recipients must take reasonable steps to ensure that LEP persons have meaningful access to programs in accordance with DOL's Policy Guidance on the Prohibition of National Origin Discrimination as it Affects Persons with Limited English Proficiency. 68 FR 32289 (May 29, 2003).

Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. Award recipients are encouraged to consider the need for language services for LEP persons served or encountered both in developing budgets and in conducting programs and activities. For assistance and information regarding your LEP obligations, go to LEP.gov.

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

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

S. Executive Order 13788 - Buy American Act

Pursuant to Executive Order 13788, by drawing down funds, the recipient agrees to comply with sections 8301 through 8303 of title 41, United States Code (commonly known as the "Buy American Act"). Additionally, no funds may be made available to any person or entity that has been convicted of violating the Buy American Act. For the purposes of this award, the Buy American Act requires the recipient to use, with limited exceptions, only 1) unmanufactured items that have been mined or produced in the United States; and 2) manufactured items that have been manufactured in the United States substantially all from articles, materials, or supplies that were mined, produced, or manufactured in the United States. These requirements do not apply to 1) items for use outside of the United States, 2) items that are not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities and are not of a satisfactory quality; and 3) manufactured items procured under any contract with an award value that is equal to or less than the micropurchase threshold (currently \$10,000).

T. Public Law: The Build America, Buy America Act (BABAA)

The Build America, Buy America Act ("BABAA ") was enacted on November 12, 2021 as part of the Infrastructure Investment and Jobs Act (IIJA), Public Law 117-58. With the passage of the IIJA, federal financial assistance projects for infrastructure must comply with domestic content procurement preference requirements established in BABAA Section 70911. These requirements went into effect May 14, 2022. The Buy America preference requires all iron, steel, manufactured products, and construction materials used for infrastructure projects in the United States under an award to be domestically manufactured. Covered activities include the construction, alteration, maintenance, or repair of public infrastructure, including buildings and real property (See M-22-11).

U. Harassment Prohibited

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

- i. Unwelcome sexual advances, requests for sexual favors, or offensive remarks about a person's race, color, religion, sex, national origin, age, disability, political affiliation or belief, or citizenship or participation, and other unwelcome verbal or physical conduct based on one or more of these protected categories constitutes unlawful harassment on that basis(es) when:
- ii. Submission to such conduct is made either explicitly or implicitly a term or condition of accessing the aid, benefit, service, or training of, or employment in the administration of or in connection with, any WIOA title I-financially assisted program or activity; or
- iii. Submission to, or rejection of, such conduct by an individual is used as the basis for limiting that individual's access to any aid, benefit, service, training, or employment from, or employment in the administration of or in connection with, any WIOA Title I- financially assisted program or activity; or
- iv. Such conduct has the purpose or effect of unreasonably interfering with an individual's participation in a WIOA Title I-financially assisted program or activity creating an intimidating, hostile or offensive program environment.
- v. Harassment because of sex includes harassment based on gender identity or sexual orientation; harassment based on failure to comport with sex stereotypes; and harassment based on pregnancy, childbirth, and related medical conditions. Sex-based harassment may include harassment that is not sexual in nature but that is because of sex or where one sex is targeted for the harassment.

V. Intellectual Property, Open Licensing Rights, and the Bayh-Dole Act

As required at 2 CFR 2900.13, any intellectual property developed under a discretionary Federal award process must be licensed under an open license, which allows subsequent users to copy, distribute, transmit and adapt the copyrighted work and attribute the work in the manner specified by the recipient.

All small business firms, and non-profit organizations (as defined in the link below, and including Institutions of Higher Education) must adhere to the Bayh-Dole Act, which requirements are provided at 37 CFR 401.3(a) and at Bayh-Dole Act Required ETA Grant Term. To summarize, these requirements describe the ownership of intellectual property rights and the government's nonexclusive, nontransferable, irrevocable, paid-up license to use any invention conceived or first actually reduced to practice in the performance of work under this grant award. These requirements are in addition to those found in the Intellectual Property Rights term above.

W. Procurement

The Procurement Standards found in the Uniform Guidance at 2 CFR 200.318-327 require all award recipients and subrecipients to conduct procurement transactions in a manner that promote practical, open, and free competition. The award recipient's description in the SOW of a specific entity that will provide goods or services does not constitute approval or justification of sole-source procurement from this entity.

The Uniform Guidance (at 2 CFR 200.317) requires States (as defined in 2 CFR 200.1) to follow the same procurement policies and procedures it uses for non-Federal funds. The State must comply with 2 CFR 200.321, 200.322, and 200.323 and ensure that every purchase order or other contract includes any clauses required by 2 CFR 200.327.

X. Client Data and Other Sensitive Information

The Subrecipient must comply with 2 CFR §200.303 and take reasonable measures to safeguard protected personally identifiable information, as defined in 2 CFR 200.82, and other information DOL or the Grantee designates as sensitive or the Subrecipient considers sensitive consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.

Y. Property Standards

If applicable, the Subrecipient shall comply with the Property Standards at 2 CFR 200.310, 2 CFR 200.312, 2 CFR 200.313, 2 CFR 200.314 through 2 CFR 200.316.

Z. Federal Funding Accountability and Transparency Act (FFATA)

The Subrecipient shall comply with the requirements of 2 CFR part 25 Universal Identifier and System for Award Management (SAM). The grantee must have an active registration in SAM in accordance with 2 CFR part 25, appendix A, and must have a Data Universal Numbering System (DUNS) number. The grantee must also comply with provisions of the Federal Funding Accountability and Transparency Act, which includes requirements on executive compensation, and 2 CFR part 170 Reporting Subaward and Executive Compensation Information.

AA. Conflict of Interest

In the procurement of supplies, equipment, construction, and services pursuant to this Agreement, the Subrecipient shall comply with the conflict of interest provisions in 2 CFR 200.317 and 200.318.

BB. Lobbying Certification

The Subrecipient hereby certifies that: (i) No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement; (ii) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; (iii) It shall require that the language of paragraph (a) through (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly; and (iv) 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 required by section 1352, title 31, U.S.C. Any person who fails to file the

required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

CC. Insurance & Bonding

The Subrecipient shall comply with the bonding and insurance requirements of 2 CFR §200.310. In addition, the Subrecipient agrees that all employees or agents providing Services under this Agreement are covered by its applicable insurances and that Subrecipient is responsible for paying such premiums. Specifically, Subrecipient shall, at its sole cost and expense, maintain during the performance of the Agreement a policy or policies of commercial general liability insurance at levels sufficient to address its activities and indemnification obligations hereunder. This includes the following insurance coverage:

- (a) Commercial General Liability insurance written in the minimum amount of \$1,000,000 per occurrence and \$3,000,000 annual aggregate including coverages for contractual liability, personal injury, independent contractors, broad form property damage, and completed operations;
- (b) Workers' Compensation covering all employees and subcontractors with statutory limits and Employers Liability with limits no less than \$1,000,000;
- (c) Business automobile insurance which shall include coverage for owned, non-owned, leased and hired cars in a combined single limit of no less than \$1,000,000 per accident; and
- (d) Professional Liability insurance written in the minimum amount of \$2,000,000 per occurrence and \$4,000,000 annual aggregate.

The Subrecipient will make certificates evidencing such insurance available for examination upon request and will name Hospital as an additional insured under its Commercial General Liability policy. Each of the above coverages may be carried under one single policy or a combination of a primary and excess/umbrella policies. The limits of any insurance coverage shall not limit the Subrecipient's liability under the indemnification provisions under this Agreement. If any insurance is provided to the Subrecipient under a "claims made" policy, the Subrecipient shall obtain appropriate continuing coverage for claims that arise out of this Agreement and provide to the Grantee evidence of the continued effect of such "claims made" policy for five (5) years after the termination of this Agreement or the purchase of an extended reporting endorsement ("Tail") if the "claims made" policy is terminated at any time up to five (5) years after the termination of this Agreement.

In the event the Subrecipient subcontracts any portion of the work, the contract between the Subrecipient and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Subrecipient is required to maintain pursuant to this Section.

XIII. NATIONAL PROHIBITIONS AND OTHER RESTRICTIONS

The Subrecipient understands and agrees that the following national prohibitions and other restrictions are applicable to the Grantee and shall be imposed on the Subrecipient in order for the Grantee to meet its own responsibility to the DOL.

A. Contracting with Corporations with Felony Criminal Convictions Prohibited

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

B. Contracting with Corporations with Unpaid Tax Liabilities Prohibited

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

C. Trafficking in Persons Prohibited

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

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

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

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

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

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

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

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

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

i. Associated with performance under this award; or

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

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

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

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

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

c) Provisions applicable to any recipient.

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

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

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

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

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

d) Definitions. For purposes of this award term:

I. "Employee" means either:

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

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

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

III. "Private entity":

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

(B). Includes:

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

ii. A for-profit organization.

IV. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section I03 of the TVP A, as amended (22 U.S.C. 7102).

D. Public Communications - Certain Information Requirement

Pursuant to FY 2023 Omnibus Appropriations bill, when issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money, all non-Federal entities receiving Federal funds shall clearly state:

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

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

E. Restrictions Against the Creation or Research of Embryos

Pursuant to the FY 2023 Omnibus Appropriations bill, no Federal funds shall be used for

(1) the creation of a human embryo or embryos for research purposes; or (2) research in which a human embryo or embryos are destroyed, discarded, or knowingly subjected to risk of injury or death greater than that allowed for research on fetuses in utero under 45 CFR 46.204(b) and section 498(b) of the Public Health Service Act (42 U.S.C. 289g(b)). For purposes of this section, the term "human embryo or embryos" includes any organism, not protected as a human subjected under 45 CFR 46 as of the date of the enactment of this Act, that is derived by fertilization, parthenogenesis, cloning, or any other means from one or more human gametes or human diploid cells.

XIV. OTHER REQUIREMENTS IMPOSED BY GRANTEE

A. Amendments

The parties may amend this Agreement at any time provided that such amendments make specific reference to this Agreement and are signed in writing by a duly authorized representative of the Grantee and the Subrecipient. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Subrecipient from its obligations under this Agreement. Amendments will generally be required when any of the following are anticipated: i) revision to the scope or objectives of the Program, including purpose or beneficiaries; ii) need to extend the availability of Grant Funds; iii) revision that would result in the need for additional funding; and iv) expenditures on items for which applicable cost principles require prior approval.

The Grantee may, in its discretion, amend this agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Subrecipient.

B. Indemnification. The Subrecipient hereby agrees to indemnify, save and holds harmless, and defend the Grantee, its officers, agents and employees from and against all liens, charges, claims, demands, losses, costs, judgments, liabilities, and damages of every kind and nature whatsoever, including courts costs and attorney's fees arising by reason of: the performance by the Subrecipient of any Services under this Agreement; any act, error or omission of Subrecipient or of an agent, employee, or licensee of the Subrecipient or subcontractor of the Subrecipient; and any breach by the Subrecipient of any of the terms conditions or provisions of this Agreement. It is the intent of the parties that this provision shall survive the expiration of the term of this Agreement.

C. Subcontracting. None of the Services covered by this Agreement shall be subcontracted without the prior written approval of the Grantee.

D. Independent Contractors. The Subrecipient shall act as an independent contractor to the Grantee and nothing contained in this Agreement shall be construed to create the relationship of employer and employee, a partnership, or participants in a joint venture of any kind or nature. The Subrecipient shall have no authority to enter any binding contracts with third parties on behalf of the Grantee, unless otherwise requested in writing by the Grantee to do so. The Subrecipient shall be responsible for any liabilities, costs, fees, and expenses, including applicable unemployment compensation insurance and workers' compensation insurance covering the Subrecipient's employees and agents.

E. No Third-Party Beneficiaries. Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the parties and the respective successors or assigns of the parties, any rights, remedies, obligations, or liabilities whatsoever.

F. Notices. All notices required or permitted to be given to either party under this Agreement shall be in writing and shall be deemed to have been duly given if hand-delivered, sent by overnight courier, mailed by United States certified mail, postage prepaid, sent by facsimile or e-mail, in each case properly addressed to such party at the address set forth below for such party, or to such other address as such party may specify by written notice duly given in accordance with the requirements of this paragraph.

If to the Grantee:
Atlantic Health System
Attn: Atlantic Center for Research
Address: 475 South Street, Morristown, New Jersey 07960
Email: judy.mendez@atlanticehealth.org
Phone: (973) 660-3155

Copy to:
Atlantic Health System
475 South Street
Morristown, New Jersey 07960
Attn: EVP, Legal Affairs & General Counsel

If to the Subrecipient:

Commented [MP2]: Please provide information for this section.

Company name
Attn:
Address:
Email:
Phone:
Fax:

G. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original. Electronically executed signatures, via DocuSign, shall have the full force and effect of original signatures.

H. Governing Law. This Agreement shall be governed, construed and enforced in accordance with the laws of the State of New Jersey.

I. Assignment. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns; provided that due to the nature of the personal services being provided by the Subrecipient, the Subrecipient shall not assign his/her/their rights and responsibilities hereunder.

THE UNDERSIGNED, as authorized officials on behalf of the parties, have executed this Agreement, which shall be effective as of the date of execution hereof.

GRANTEE

By: _____

(signature)

Name: Suja Mathew, M.D., FACP

Title: Executive Vice President, Chief Clinical Officer

Date:

SUBRECIPIENT

By: _____

(signature)

Name:

Title:

Date:

**EXHIBIT A
FEDERAL AWARD IDENTIFICATION INFORMATION
(2 CFR 200.332)**

Contact information:

Grantee: AHS Hospital Corp

Subrecipient: Union County
Educational Services
Commission

(name of awarding official) Suja Mathew, M.D., FACP

(name of primary contact)

Title: EVP, Chief Clinical Officer

Title:

475 South Street
Morristown, New Jersey 07960

[Address]
[City, State, ZIP]

973-660-3155

[Telephone]

[Fax Number]

Federal Award Identification Number: 23A60HG000006

Federal Award Date: May 30, 2023

Federal award project description: Grantee and its partners will establish the AHS PEACE program to expand and diversify the pipeline of nursing professionals practicing at the top of their licensure to fill positions that are in high demand in the region, as well as introduce entry level health care workers into the profession.

Name of Federal awarding agency and pass-through entity: Department of Labor; AHS Hospital Corp.

Assistance Listings Number and Title: 17.268; H-1B Job Training Grants (the pass-through entity must identify the dollar amount made available under each Federal award and the Assistance Listings Number at time of disbursement)

Is this award for research and development? No.

Subrecipient's unique entity identifier: GNAAPM9ZGG93

Subaward Period of Performance: [insert Start and End Date]

Commented [MP3]: Atlantic is finalizing this section.

Subaward Budget Period Start Date and End Date

Amount of Federal Funds Obligated by this action by the passthrough entity to the subrecipient

Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current financial obligation

Total Amount of the Federal Award committed to the subrecipient by the pass-through entity

**EXHIBIT B
BUDGET AND BUDGET TABLE**

Year 1	Percent Effort	Base	Salary	Fringe	Salary + Fringe	Costs
Project Search	TBD					\$64,600
Total						\$64,600
Year 2	Percent Effort	Base	Salary	Fringe	Salary + Fringe	Costs
Project Search	TBD					\$64,600
Total						\$64,600
Year 3	Percent Effort	Base	Salary	Fringe	Salary + Fringe	Costs
Project Search	TBD					\$64,600
Total						\$64,600
Year 4	Percent Effort	Base	Salary	Fringe	Salary + Fringe	Costs
Project Search	TBD					\$64,600
Total						\$64,600
Total						\$258,400

DRAFT

EXHIBIT C
SCOPE OF SERVICES

Full-Time Teacher Assistant (Job Coach)

Main Duties and Responsibilities:

1. Provide individualized support for Project SEARCH interns during the internships at the host business for the interns to acquire competitive and marketable skills. This could include:
 - Initial training of internship task utilizing systematic instruction techniques
 - Building natural supports
 - Developing accommodations and identifying appropriate assistive technology
2. Develop task analysis when needed to support the intern to learn and perform tasks to required productivity and quality standards
3. Identify and implement training strategies and/or services in coordination with the Project SEARCH instructor and host business staff.
4. In coordination with the instructor and business liaison, identify and develop internship sites that offer a variety of opportunities to build marketable, competitive skills that lead to employment.
5. Learn the host business site culture, rules, and expectations within each department and assist interns to understand and comply.
6. Communicate effectively with Project SEARCH Instructor, other skills trainers, internship department managers /mentors, co-workers, family members, and school and agency personnel as it relates to the intern being trained.
7. Assess intern progress and give feedback to intern and team members.
8. Will help identify interns with abilities and aptitudes for employment in nursing units and other patient facing roles (i.e. transporter, equipment tech, EVS)
9. Communicate with Project SEARCH instructor regarding issues that may affect intern success at an internship or in employment. These decisions may be related to continued skills training, fading, behavior, job tasks, etc.

Part-Time Teacher Assistant (Job Coach)

Main Duties and Responsibilities:

1. Provide individualized support for Project SEARCH interns during the internships at the host business for the interns to acquire competitive and marketable skills. This could include:
 - Initial training of internship task utilizing systematic instruction techniques
 - Building natural supports
 - Developing accommodations and identifying appropriate assistive technology

2. Develop task analysis when needed to support the intern to learn and perform tasks to required productivity and quality standards
3. Identify and implement training strategies and/or services in coordination with the Project SEARCH instructor and host business staff.
4. In coordination with the instructor and business liaison, identify and develop internship sites that offer a variety of opportunities to build marketable, competitive skills that lead to employment.
5. Learn the host business site culture, rules, and expectations within each department and assist interns to understand and comply.
6. Communicate effectively with Project SEARCH Instructor, other skills trainers, internship department managers /mentors, co-workers, family members, and school and agency personnel as it relates to the intern being trained.
7. Assess intern progress and give feedback to intern and team members.
8. Will help identify interns with abilities and aptitudes for employment in nursing units and other patient facing roles (i.e. transporter, equipment tech, EVS)
9. Communicate with Project SEARCH instructor regarding issues that may affect intern success at an internship or in employment. These decisions may be related to continued skills training, fading, behavior, job tasks, etc.

DRAFT

EXHIBIT D
METHOD OF PAYMENT

Subject to and upon the receipt of funds from the funding sources, Grantee shall disburse funds to Subrecipient. These funds will be disbursed by Grantee to Subrecipient on a reimbursement basis in accordance with the provisions, terms and conditions of this Agreement including, but not limited to the “Budget,” set forth in Exhibit B of this Agreement. The disbursement of funds under this Agreement by Grantee to Subrecipient shall be on the following basis:

- By the 15th of the month, Subrecipient shall submit to Grantee a statement of the actual costs incurred by Subrecipient during the preceding month. Such statements shall be certified true and correct by Subrecipient’s authorized signer. Grantee, upon approving such statements, shall make payment to Subrecipient upon receipt of funds from the funding agency.
- Subrecipient shall not incur any costs directly or indirectly for the program beyond the termination date of this Agreement.
- Agreement close-out documents must be submitted by Subrecipient to Grantee not more than thirty (30) days after termination of this Agreement.
- Subrecipient will be reimbursed for expenses incurred upon receipt of a signed invoice and reporting template provided by Grantee.
- Subrecipient shall submit a general ledger summary from their financial management system supporting the monthly invoices submitted for this program. This general ledger summary will be used for fiscal monitoring procedures, and the Subrecipient should have adequate supporting documentation at their offices that agree to the invoice amounts.
- Subrecipient must be current with required monthly enrollment and reporting in order to receive payment.