



August 16, 2023

Elena Foshay
Duluth Workforce Development
402 W 1st St
Duluth, MN 55802

Dear Elena Foshay:

The Center for Workforce Inclusion, Inc. (Center) has attached the PY2023 Workforce Inclusion Grant Agreement for the Senior Community Service Employment Program (SCSEP) grant for the term of July 1, 2023, through June 30, 2024.

After a successful inaugural effort last program year with requesting an Additional Training/Support Services (ATSS) waiver from the U.S. Department of Labor (USDOL) to lower our Participant Wage/Fringe Benefit requirements to offer digital skills training to our older job seekers through our Digital Certification Program (DCP), the Center has been approved for another ATSS waiver from USDOL for PY2023.

PWFB

- The Center has reduced the amount of PWFB you are required to spend as part of the grant agreement to receive the full amount of your administration and OPC funds again for PY2023. This correlates with the continued decrease in the Service Level Goal to 140% of modified positions in PY2022, down from 160% in PY2021. The details of your Sponsor Budget, including the PWFB allocations, are on page 5 of the Agreement.
- It is our hope that providing continuing PWFB spending pressure relief and a continued 20% reduction in your typical service level goal, you will be able to enhance performance outcomes for our job seekers.

Administrative and OPC

- Full funding of your organization's Admin and OPC costs is dependent on full utilization of PWFB funds by June 30th. If you do not expend all your PWFB funds, the Center may proportionally reduce your Admin and OPC funding found on page 6 of this Agreement (see pp. 1 and 3 of Attachment 5, Sponsor Budget Instructions).
- Please note that OPC funds are flexible and can be used as PWFB or as administrative funds within the guidelines found on page 5 of this Agreement.

Performance

- The Center will be continuing to address opportunities to enhance performance metrics across our total grant portfolio this year. Throughout PY2023 the Center will be making upgrades and improvements to SCSEP data and reporting tools. As part of this process, the “SCSEP Monthly Subgrantee Report” which began in PY2022 will be discontinued. The Center will provide additional details about these improvements and upgrades throughout PY2023.

Marketing

- The Center needs your help in promoting your Workforce Inclusion Grant award to support the reskilling and upskilling of older job seekers. Please complete the press release template provided and send it to your local media outlets.

Digital Competency Certification Grant

- The Center for Workforce Inclusion has been approved for an Alternative Training waiver from DOL in PY2023 to support additional, robust upskilling for SCSEP job seekers through multiple approaches to provide digital literacy training. The Center will provide more details about this opportunity as they become available.

Close Out

- Your closeout package for your PY2023 Workforce Inclusion Grant and the DCP Grant to support SCSEP job seekers will be due on July 31, 2024. Please see page 5 of Attachment 5, Sponsor Budget Instructions, for more information.

PY2023 SCSEP Sponsor Agreement Checklist:

- Sign and return page 16 of the Sponsor Agreement;
- Complete and return the sections highlighted in yellow on Attachment 2, Assurances;
 - Item #7 on page six (6) of the Assurances;
 - Section F on page seven (7) of the Assurances;
- Complete and return Attachment 3, Sponsor Budget Proposal Form (please use the Excel spreadsheet provided to avoid calculation errors);
- Complete and return Attachment 4, Signature Delegation information.

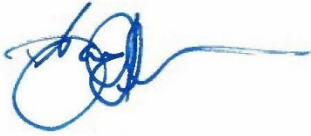
By September 7th, 2023, please complete the Sponsor Agreement checklist above and return the documents noted on the checklist via email to:

finance_scsep_subgrantees@workforceinclusion.org.

Because the Center’s operations are remote, we must receive your signed documents via email. Once we receive your information, we will sign and return page 16 of the Sponsor Agreement to you by email for your files.

If you have any questions, please contact your Program Officer or email scsephelp@workforceinclusion.org. We look forward to an exciting and successful PY2023.

Sincerely,

A handwritten signature in blue ink, consisting of several loops and a long horizontal stroke extending to the right.

Gary A. Officer
President and CEO

cc: Elena Foshay Director, Workforce Development
Diana McFail, Chief of Staff
Sam Gaillard, Chief Financial Officer
Ann Manby, Chief Workforce Development Officer
Chris Garland, Senior Director of Workforce Programs
Joshua Wadsworth, SCSEP Director of Operations
Alicia Black, SCSEP Program Officer
David Bassett, SCSEP Program Officer

**Workforce Inclusion SCSEP Sponsor
Agreement**

July 1, 2023 – June 30, 2024

Who we are – a National Grantee for Title V of the Older Americans Act

Center for Workforce Inclusion, Inc. (Center)
8403 Colesville Road, Suite 200
Silver Spring, Maryland 20910-6391

This Agreement refers to the Center for Workforce Inclusion, Inc. as *We* or *Us* or *Grantee*.

Who you are – a Subgrantee/Sponsor

Subgrantee Project Number: MN116

City of Duluth Workforce Development
402 W 1st St
Duluth, MN 55802

This Agreement refers to City of Duluth Workforce Development as *You* or *Sponsor*.

Background

The Center for Workforce Inclusion, Inc. has received a Workforce Inclusion Senior Community Service Employment Program (SCSEP) grant award from the Employment and Training Administration Division of Older Worker Programs, U.S. Department of Labor (USDOL) dated and received on July 25, 2023. This grant is authorized under Title V of the Older Americans Act of 1965 as amended (CFDA No.: 17.235) and the Federal Award Identification Number is 23A60AD000054-01-00.

Our SCSEP Program offers low-income older people paid community service and training as an entry into productive work. The SCSEP Program is intended to benefit:

- eligible people who enroll, and
- the community in which the program is located.

To help us carry out our duties for this program, by signing this Agreement you have agreed to provide certain services and facilities described below.

Definitions

This Agreement is subject to and incorporates the definitions of Title 20, *Code of Federal Regulations*, Part 641, or as amended.

Whenever *Sponsor* is used, it means a subgrantee of the Center.

Whenever *job seeker* is used, it means a SCSEP participant. (The Federal government uses the term *participants*.)

The Terms of this Agreement

I. Period of this Agreement: July 1, 2023 to June 30, 2024.

You must fulfill your duties within this time period unless we both agree in writing to extend the deadline.

II. Funding for this Agreement: \$192,616 Federal, that we provide.
27,703 Non-Federal, that you provide. (20 CFR 641.809)

\$220,319 Total funding.

Of the Federal funds that we provide, you must spend at least \$170,178 for SCSEP Participant Wages and Fringe Benefits. The maximum to be spent on Administrative Costs is \$15,606, of \$22,101 funds available for Administrative and Program/Other Costs. At your discretion, and in the best interests of the SCSEP Program, the balance of the Federal funds may be spent as follows:

1. on additional Participant Wages and Fringe Benefits; or
2. on Program/Other Costs (not Participant Wages and Fringe Benefits or on Administrative Costs); or
3. on a maximum of \$15,606 for Administrative Costs; or,
4. on any combination of the three (3) options above.

You agree to provide the non-Federal share in the amount of \$27,703 Column AC and you agree to use this amount to support the SCSEP Program. You have agreed to do this voluntarily and you acknowledge that this obligation is not a condition of entering into this subgrant.

Funding for this Agreement may be changed by the Center. The Center may modify the budget with our Agreement Modification document. See *Center SCSEP Program Policy and Procedure Manual*.

Accordingly, for good and valuable consideration, the parties hereby agree as follows:

III. What you agree to do: According to Title 20 of the Code of Federal Regulations, Part 641, Subpart C-Grant Operations, as amended, you agree to enroll at least 25 eligible persons during the program period. You agree to assign these eligible, low-income job seekers 55 years of age and older into part-time community service positions at rates and hours set forth in the Older Americans Act and consistent with their assessments and individual employment plans.

Center for Workforce Inclusion, Inc. (Center)

You are to give priority enrollment to individuals who are veterans and eligible spouses of veterans, 65 years of age or older; or have a disability; have limited English proficiency or low literacy skills; reside in rural areas; have low employment prospects; have failed to find employment after utilizing services provided under Title I of the Workforce Innovation and Opportunity Act; are formerly incarcerated, are homeless or at risk for homelessness.

Attached is a listing of counties in your state to be served by you (Attachment 6).

Achieve total number of paid hours of community service - 74%

Achieve an average most-in-need characteristics, as defined by 20 CFR Part 641.710(a)(6), per total number of participant job seekers served – 3.05.

Exit at least 35% of such persons into unsubsidized employment during the program year.

Achieve at least 32% of exiters employed after exit in Q2

Achieve at least 27% of exiters employer after exit in Q4.

Achieve at least \$3,500 in median earnings.

Achieve a participant job seeker ACSI satisfaction rate of 90.

Achieve a host agency ACSI satisfaction rate of 87.

Achieve an employer ACSI satisfaction rate of 86.

See Attachment 1, *PY23-24, SCSEP Performance Goals Summary Sheet* for definitions.

You agree to fully expend but not exceed the Participant Wage/Fringe Benefit (PWFB) funds available in the budget as outlined in this Agreement, or amended budget, as well as to achieve the performance goals identified above, by using the PPP to integrate effectively achieving (or exceeding) your performance goals with your participant wage spending.

Prepare and update a Performance Strategies Plan (PSP) as instructed and required.

Complete all follow-up activity for participant job seekers identified in Center Follow-up Reports.

Respond timely and thoroughly to performance review reports and technical assistance plans produced by Center staff during the program year.

Attend conferences and training as designated by the Center.

Require subcontractors you use to certify in writing that they follow the terms of this Agreement.

Center for Workforce Inclusion, Inc. (Center)

This Agreement requires compliance with the following:

A. These documents (both current versions and amendments) are binding on you and are a part of this Agreement:

- Older Americans Act, as amended, 42 USC §3056, et seq.; Supporting Older Americans Act of 2020 ([42 USC 3056](#), et seq.), as amended through Public Law 116-131 (March 25, 2020);
- Older Americans Act Reauthorization Act of 2016;
- Older Americans Act of 1965, as amended, 42 USC §3056, et seq.
- Consolidated Appropriations Act, 2023, [Pub. L. 117-328](#) (December 29, 2022);
- [TEN 16-22](#) *The Employment and Training Administration is Implementing Grant Solutions for Grant Award Processing and the Payment Management System for Financial Reporting* (January 18, 2023)
- [TEGL 17-20](#), *Senior Community Service Employment Program – Updated Guidance on Priority of Service, Durational Limits, and State Plan Submissions* (April 15, 2021)
- Coronavirus Aid, Relief, and Economic Security Act of 2020 (CARES Act), [Pub. L. 116-136](#) (March 27, 2020)
- [TEGL 17-16](#), *Infrastructure Funding of the One-Stop Delivery System* (January 18, 2017);
- Workforce Innovation and Opportunity Act (WIOA), [Pub. L. 113-128](#), Sec. 121, Funding of One-Stop Infrastructure;
- Paperwork Reduction Act of 1995, [Pub. L. 104-13](#) (May 22, 1995);
- SCSEP Performance Data Collection Approval (Office of Management and Budget No. 1205-0040) (expiration date November 30, 2024);
- OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Final Rule, 78 FR 78589 (December 26, 2013), published at [2 CFR Part 200](#) and [2 CFR Part 2900](#);
- [TEGL 12-06](#), *Revised Income Inclusions and Exclusions and Procedures for Determining Senior Community Service Employment Program (SCSEP) Eligibility* (December 28, 2006);
- VOW (Veterans Opportunity to Work) to Hire Heroes Act of 2011, [Pub. L. 112-56](#) (November 21, 2011); and
- *Federal Poverty Guidelines*, Federal Register 88 FR 3424 (January 19, 2023); or HHS website at <https://aspe.hhs.gov/poverty-guidelines>.
- The Fair Labor Standards Act of 1938, as amended through Pub. L. 115-141 (March 23, 2018);
- SCSEP; Performance Accountability; Interim Final Rule, 82 F R 56869 (December 1, 2017);
- [TEGL 16-16](#), *Change 1 to Training and Employment Guidance Letter (TEGL)16-16 One-Stop Operations Guidance for the American Job Center Network* (June 16, 2017);
- [TEGL 17-16](#), *Infrastructure Funding of the One-Stop Delivery System* (January 18, 2017);
- [TEGL 16-16](#), *One-Stop Operations Guidance for the American Job Center Network* (January 18, 2017);
- [TEGL 15-16](#), *Competitive Selection One-Stop Operators* (January 17, 2017);
- WIOA; Joint Final Rule for Unified and Combined State Plans, Performance Accountability and the One-Stop System Joint Provisions, 81 FR 55791 (August 19, 2016);

Center for Workforce Inclusion, Inc. (Center)

- TEGL No. 15-14, *Implementation of the New Uniform Guidance Regulations* (December 19, 2014);
 - Workforce Innovation and Opportunity Act (WIOA) of 2014, (Pub. L. 113-128), Sec. 121, Funding of One-Stop Infrastructure;
 - Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Final Rule, 78 FR 78589 (December 26, 2013) published at 2 CFR Part 200;
 - VOW (Veterans Opportunity to Work) to Hire Heroes Act of 2011, Pub. L. 112-56 (November 21, 2011);
 - Training and Employment Notice 15-10, *Protocol for Implementing Priority of Service for Veterans and Eligible Spouses in all Qualified Job Training Programs Funded in whole or in part by the U.S. Department of Labor (DOL)* (November 10, 2010);
 - SCSEP Final Rule, 75 Federal Register (FR) 537864 (September 1, 2010), published at 20 CFR part 641 ;
 - Priority of Service for Covered Persons; Final Rule, (December 19, 2008), published at 20 CFR Part 1 010;
 - TEGL 12-06, *Revised Income Inclusions and Exclusions and Procedures for Determining Senior Community Service Employment Program (SCSEP) Eligibility* (December 28, 2006);
 - Jobs for Veterans Act (JVA) as amended, Pub. L. 107-288 (November 7, 2002);
 - Paperwork Reduction Act of 1995, Pub. L. I 04-13 (May 22, 1995);
 - The Social Security Act of 1935, as amended through Pub. L. 89-97 (July 30, 1965);
 - 29 CFR Part 98, Debarment, Suspension, Drug Free Workplace;
 - All applicable advertising laws, including, on the federal level, and Section 5 of the FTCA (15 U.S.C. § 45); and Section 43(a) of the Lanham Act (15 U.S.C. § 1125(a)), as well as whatever state and local laws also apply.
 - *Center SCSEP Policy and Procedure Manual*;
 - Your budget as we approve it; and
 - Center Grant Agreement with the USDOL.
- B. This Agreement includes your obligation to abide by regulations issued by USDOL and policies and procedures issued by the Center. You are a part of the Center’s network nationally and in your state.

II. Your Operation Must Follow These Rules. Also, see Center SCSEP Policy and Procedure Manual.

The reports you must provide ...

- Payroll by Payroll reports which track participant wage costs each pay period must be submitted within five (5) workdays following the close of each pay period.
- The Project Performance Plan (PPP) webtool must be updated within five (5) workdays following the close of each pay period.
- The Project Strategies Plan (PSP) which must be updated at least monthly;
- Enter older job seeker data directly into the GPMS from the Participant Job Seeker Form, Community Service Assignment Form, Exit Form, and Unsubsidized Exit form within 5 workdays of completing the form(s), and community service hours, follow-ups for unsubsidized placement, etc., as required.

Center for Workforce Inclusion, Inc. (Center)

- Review GPMS reports and Center tickler emails and reports at least once a week. Resolve all rejects (Durational rejects, rejects, warnings) promptly and reconcile your payroll list to data in the GPMS to ensure your accuracy and completeness of your data.
- Review durational limit report and tickler emails to ensure durational limit exits are entered no later than 7 days after the Individual Durational Limit date to avoid locked records. All locked records must be explained and addressed as soon as possible, and the Center may provide technical assistance to ensure timely entry of all forms including durational limit exits.
- Complete Center on-line tools, as required.
- A monthly Report of Costs (SA1) is due within seven (7) calendar days after the reported month and must be completed using the Center On-line Report of Costs webtool.
- A monthly Report of Non-Federal Costs (SA2) is due within seven (7) calendar days after the reported month and must be completed using the Center On-line Report of Costs webtool.
- A closeout grant report is due within 30 calendar days after the close of the grant year. This report will include:
 - final report on spending
 - final non-Federal cost report
 - summary of payroll data
- A single audit report, in compliance with the Single Audit Act and 2 CFR 200 subpart F – Audit Requirements, is due within nine months after your fiscal year ends if your organization receives \$750,000 or greater in federal funds.

The records you must keep...

- You must maintain any records and accounts, including property, personnel, and financial records, that we, USDOL, or any authorized representative deem necessary.
- You must keep program and financial records for three (3) years after the program year in which the older job seeker received his/her final follow-up activity or three (3) years from a completed audit, whichever is longer.
- In accordance with 2 CRF 200 subpart D – Post Federal Award Requirements, you must make any records relating to the SCSEP Program available for examination on request by the Center and/or USDOL, and upon further request, you must transfer custody of such records to the Center and/or USDOL.
- If you cease to administer SCSEP, you must turn over to us complete data files, both electronic format and hard copy.
- You must provide insurance as described in the *Sponsor Budget Instructions*.

Using your funds...

- In carrying out the duties of this Agreement, you agree to fully expend but not exceed the funds we approve in your budget or amended budget and achieve the minimum program outcomes found on pages 2-3 of this Agreement.

Center for Workforce Inclusion, Inc. (Center)

- If you do not use program funds in a timely and proper manner, we may withdraw all or part of the unexpended funds.
- We can also increase or decrease funding.

III. We Will Provide Funding

- A. We will provide funding to you according to the methods outlined in the *Sponsor Budget Instructions*.
- B. Using the Automated Clearing House (ACH), we will transfer funds to the bank account that is currently on file with our Finance Department.
- C. You must use these funds only to pay for costs incurred according to the *Center SCSEP Program Policy and Procedure Manual*.

IV. We Are Not Responsible for Claims, Damages, or Losses

We (including our directors, officers, agents, and employees) are not responsible for any claims, damages, losses, and expenses (including but not limited to fees of attorneys) that may arise from any act or failure to act by you (including your directors, officers, agents, and employees) or by any of your subcontractors (including its directors, officers, agents, and employees) for whose acts liability may arise in connection with performing the work described by this Agreement. The obligations set forth in this Section shall survive the expiration or earlier termination of this Agreement to cover any claim alleged to have arisen during the term of this Agreement.

You agree to indemnify, defend, and hold harmless Us/Center and their successors, affiliates and subsidiaries, subcontractors and their respective employees, officers, directors, agents, and assignees against and from any and all claims, liabilities, damages, judgments, penalties, losses and costs, including reasonable attorneys' fees and costs (including in-house counsel), arising out of, or relating to, or in connection with any material breach by You of any obligation under this Agreement. The obligations set forth in this Section shall survive the expiration or earlier termination of this Agreement.

You hereby agree to indemnify, defend, and hold the Center for Workforce Inclusion, Inc. its successors, affiliates, subcontractors and subsidiaries, and their respective employees, officers, directors, agents, and assignees against and from any and all claims, liabilities, damages, judgments, penalties, losses, and costs, including reasonable attorneys' fees and costs (including in-house counsel), arising out of, or relating to, or in connection with any property damage, personal injury, or death resulting or allegedly resulting from the use of Your products or services or performing work related to the SCSEP Program. We agree to give You notice of any claim or litigation to which the indemnification set forth in this Section applies. The obligations set forth in this Section shall survive the expiration or earlier termination of this Agreement.

Center for Workforce Inclusion, Inc. (Center)

V. *You Will Share the Program Cost*

Your share of the SCSEP Program costs will be in cash and/or in-kind and will be from non-Federal sources. The total amount of non-Federal funds raised to meet the matching requirement of the SCSEP Program will directly support the program. Under the terms of this Agreement, your non-Federal share shall not be less than the amount specified on page two of this Agreement. For any excess of non-Federal funds beyond this amount, you agree to assign to Center for its determination of whether the excess shall be used to support the program. Such excess is not part of your unreimbursable non-Federal match requirement and is not a donation within the meaning of 2 CFR Part 200. A description of the types of non-Federal match funds to meet your required share is found at 20 CFR 641.809.

VI. *Participant Job Seekers Are Not Federal Employees*

- A. The Federal government represented by USDOL is not a party to this Agreement and has no legal liability under this Agreement. Any liabilities, legal actions, or disputes that may arise under this Agreement are between Center and you.
- B. In all matters relating to this Agreement, you are an independent contractor. Job seekers are enrolled in a Federally subsidized community service employment program and are employed by you for certain payroll purposes. Older job seekers are not Center employees, they are not Federal employees, and they are not subject to the Federal provisions of the law that apply to Federal employees about employment, hours of work, rates of compensation, leave, unemployment compensation, and employee benefits (20 CFR 641.585).

VII. *You Will Have Staff for Your Program*

- A. You must provide a project director.
- B. We may ask you to remove your project director, for cause.
- C. Per Attachment 6, you must provide a full-time project director or equivalent for every 60 modified authorized positions or a part-time project director for every 30 modified authorized positions. If you have more than 60 authorized positions, staff patterns should evolve in conjunction with increases in modified authorized positions at least for every increment of 30 modified authorized positions above 60. The use of older job seekers as program support staff should be considered as additional help beyond these staffing requirements. If the staffing is less than these requirements you must ask us, in writing, for our approval.
- D. We strongly recommend that you invest in a Job Coach participant staff to work with your project staff to support successful unsubsidized employment of program job seekers.
- E. Your project director must attend any mandated training that the Center may offer. Travel and per diem expenses will be paid by the Center.
- F. Your chief executive officer, project director, or designee, and any other staff associated with the program, including program and fiscal staff members, must be available to consult with our staff on any aspect of the program that we deem necessary.

VIII. *You Will Seek Community Support*

- A. You and your project director will coordinate with other Center project directors in your state to achieve your SCSEP goals and spending requirements, both at your project and for the state.

Center for Workforce Inclusion, Inc. (Center)

- B. You will include the following statements and items on the SCSEP page(s) of your organization's website:
- “The Senior Community Service Employment Program (SCSEP) is a community service and work-based job training program for older Americans operated under a U.S. Department of Labor grant. We thank the Center for Workforce Inclusion, Inc. for selecting our organization to operate SCSEP in our community.”
 - “The [insert your organization's name] SCSEP program is funded by a \$46.9 million grant from the U.S. Department of Labor. This funding provides 90% of the support for SCSEP with the Center and its subgrantees providing approximately \$5 million in nonfederal match. The SCSEP Program is an equal opportunity program. Auxiliary aids and services are available upon request to individuals with disabilities.”
 - The Center for Workforce Inclusion logo. If you are unable to include our logo on the SCSEP page of your organization's website, you must submit a waiver request. Contact your Program Officer for information on how to submit a logo waiver request.
- C. You will participate in the Center's media campaigns (social and other) related to: National Employ Older Workers Week (NEOWW) and Older American's Month (OAM).
- D. If you or other program staff are asked to participate in state or regional SCSEP meetings or participate in the development of State SCSEP Plans, you must give us reasonable advance notice.
- E. You will coordinate with employer associations, local Workforce Investment Boards (WIBs), and workforce intermediaries to identify high growth industries and workforce needs.
- F. You will consult with local Area Agencies on Aging to consider linking programs provided by both agencies.

IX. You Must Have Electronic Communications Capability

In the interest of efficiency, timeliness, and economy, you must have electronic communications and telecommunications capability within your project. Accordingly, you must provide us with daily Internet and e-mail access to the project director and financial officer. The cost associated with installing and operating the program's Internet capability is an allowable cost.

X. You Will Work with Public Workforce Systems

- A. The Workforce Innovation and Opportunity Act of 2014 mandates that SCSEP is a partner in the One-Stop workforce delivery system. You agree to be identified as a SCSEP partner, developing *Memoranda of Understanding* with local area Workforce Development Boards (WDB) and/or American Job Centers, as well as coordinating linkages with other SCSEP partners in the same area. **You must give us current signed copies of any *Memoranda of Understanding*.**
- B. You will develop effective partnerships with area public workforce providers, e.g. American Job Centers, WDBs, community colleges, other SCSEP grantees, to provide the most efficient level of services to older SCSEP job seekers.

XI. Notification Procedure in the Event of Data Breach

Center for Workforce Inclusion, Inc. (Center)

- A. You agree to the following procedure in the event that you lose or have stolen from your possession, custody or control (referred to as “data breach”) any documentary material or computer equipment containing personally identifiable information (PII) on project participant job seekers, current or former.
- B. PII refers to any information about an individual maintained by you, including any information that can be used to distinguish or trace an older job seeker’s identity, such as their name, Social Security Number, date and place of birth, mother’s maiden name, biometric records, etc., and any other personal information which is linked or linkable to an older SCSEP job seeker.
- C. Procedure:
- i. Immediately notify the SCSEP Operations Director that the project has experienced a data breach of older job seekers’ PII and that you have determined that a reasonable risk exists for the potential misuse of the information.
 - ii. The Project Director shall immediately assess the information compromised, risks posed, and how affected older job seekers should be notified. The Project Director will coordinate the response with Center.
 - iii. Maintain up to date contact information on all participant job seekers, former and current.
 - iv. If appropriate, establish a call center to interact with participant job seekers.
 - v. Consider offering appropriate credit monitoring assistance to affected older job seekers.
 - vi. Familiarize project personnel on your organization’s privacy and security procedures and how they should recognize, report, and respond to a data breach.

Assurances and Certifications

By signing below, you agree to assurances and certifications attached and made a part of this Agreement as Attachment 2. The assurances and certifications are:

- Assurances/Non-Construction Programs,
- Certification Regarding Debarment, Suspension, and Other Responsibility Matters—Primary covered Transactions,
- Certification Regarding Lobbying—Certification for Contracts, Grants, Loans, and Cooperative Agreements,
- Certification Regarding Drug-Free Workplace Requirements,
- Non-Discrimination and Equal Opportunity Assurances,
- Certification of Non-Delinquency,
- Certification that you can comply with all laws, rules and regulations applicable to this Agreement,
- Certification that you Accordingly, for good and valuable consideration, the parties hereby agree as follows, and
- Certification that you can fulfill your obligations under the sponsorship agreement without violating any other agreement to which you are party.

Center for Workforce Inclusion, Inc. (Center)

REPRESENTATIONS AND WARRANTIES.

You represent and warrant that you will not use Grantee's name, identity, commercial content, intellectual property, or any materials/information provided to Sponsor except as authorized by Grantee and in accordance with Grantee's instructions.

You represent and warrant that you have that any materials or information that is provided by Sponsor to Grantee regarding Sponsor's products or services are truthful, accurate, and free of misrepresentations.

INTELLECTUAL PROPERTY OWNERSHIP, TRADEMARKS & APPROVALS.

All content authorized for use by the Sponsor will be and remain the absolute property of Grantee in perpetuity and you acknowledge that you have no right, title, or interest of any kind or nature whatsoever therein.

Unless explicitly stated in the Sponsorship Agreement Amendment, nothing contained therein shall be construed as conferring on the Sponsor any right or interest in or to the service marks or trademarks of the other party or its affiliates or subsidiaries.

All rights to all program content will be retained exclusively by Grantee, and Sponsor acknowledges and agrees that all program content held by Sponsor will be returned or destroyed at the termination of this Agreement.

CONFIDENTIAL INFORMATION.

Any information clearly marked or otherwise identified as "Confidential" relating to the products, business, marketing plans, and policies of the Center for Workforce Inclusion and its Senior Community Service Employment Program shall be deemed to be confidential and proprietary information of the Center and the exclusive property of the Center. It is agreed that the existence of this Agreement and all information about its terms shall be considered to be Confidential. During and after the Term, you agree not to use any such confidential and proprietary information provided during the Term for any purpose other than in furtherance of this Agreement and not to disclose such information to any third party without the prior, written consent of the disclosing party unless such information becomes public through no actions of the receiving party. You agree to return all such confidential and proprietary information to the Center or the SCSEP upon the expiration or earlier termination of this Agreement. This provision shall survive the expiration or earlier termination of this Agreement.

ASSIGNMENT.

You may not assign this Agreement, or any part hereof, to any third party without prior written consent of the Center.

INJUNCTIVE RELIEF.

It is hereby acknowledged that the services to be performed and the rights granted hereunder are of a unique character, and that, accordingly, no remedy at law for damages is adequate to compensate for breach of the provisions set forth herein, and the Center shall be entitled to seek temporary or

Center for Workforce Inclusion, Inc. (Center)

injunctive relief against such breach, without the necessity of proving actual damages. The award of permanent or temporary injunctive relief shall in no way limit any other remedies to which any party may be entitled as a result of any such breach.

GOVERNING LAW.

This Agreement shall be governed by and construed in accordance with the laws of the state of Maryland.

FORCE MAJEURE.

Neither party shall be liable for any delay or failure in performance of any party of this Agreement from any cause beyond its control and without its fault or negligence, such as acts of God, acts of civil or military authority, current laws and regulations and changes thereto, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, flood, strikes, power blackouts, volcanic action, pandemics, other major environmental disturbances unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities despite the party's reasonable best efforts to secure such or acts or omissions of transportation or telecommunications common carriers.

WAIVER, SEVERABILITY, & ENTIRE AGREEMENT.

- a. The failure of Us at any time or times, to demand strict performance of any of the terms, covenants, or conditions set forth herein shall not be construed as a continuing waiver or relinquishment thereof and either may at any time demand strict and complete performance by the other said terms, covenants, and conditions.
- b. The unenforceability or invalidity of any term, provision, section, or subsection of this Agreement shall not affect the validity or enforceability of any remaining terms, provisions, sections, or subsections of this Agreement, but such remaining terms, provisions, sections, or subsections shall be interpreted and construed in such a manner as to carry out fully the intention of the parties hereto.
- c. This Agreement constitutes the entire understanding between the parties regarding the subject matter hereto and cannot be altered or modified except by an agreement in writing signed by both parties. The parties (or any of its employees) to this Agreement shall not be considered a partnership, joint venture, or employer-employee relationship shall be attributed to or arise from this Agreement. There is not joint employer relationship. Upon its execution (in counterpart or otherwise), this Agreement shall supersede all prior negotiations, understandings, and agreements, whether oral or written, with regard to the subject matter hereto, and such prior agreements shall thereupon be null and void and without further legal effect.

Termination and Cancellation

- a. Grantee shall have the right to terminate this Agreement immediately upon 30 day written notice if:
(i) You refuse to fulfill any of your obligations hereunder or (ii) You make public remarks or internet social media postings disparaging any individual or group that impairs the marketability of the Grantee's product or services, or the Senior Community Service Employment Program.

Center for Workforce Inclusion, Inc. (Center)

- b. If You default in the performance of any of your material obligations hereunder and such default is not cured nor progress made to the Center’s satisfaction after notice of such default is given; or if You becomes insolvent, or if a petition under any bankruptcy act shall be filed by or against You that is not dismissed within 60 days thereafter, or You execute an assignment for the benefit of creditors, or if a receiver is appointed for the assets of either party, or if either party takes advantage of any insolvency or any other like statute (each, an “Event of Default”), then Grantee may, in addition to any and all other rights which it may have, terminate this Agreement by giving a notice to You at any time after the occurrence of an Event of Default.

- c. If Grantee determines that you or your agents are not complying with the provisions in this Agreement, we can cancel this Agreement. If we decide to cancel this Agreement, we will provide you with at least 30 days written notice.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date appearing on the second page of this Agreement, upon which date this Agreement becomes effective retroactive on July 1, 2023. Any individual executing this Agreement on behalf of any party hereto does hereby represent and warrant that such execution is made with full authority and that such party is bound by the terms hereof.

City of Duluth Workforce Development

By 
 (Signature)

Name Elena Foshay
 (Print)

Director, Workforce Development 8/31/23
 (Title) (Date)

efoshay@duluthmn.gov
 (E-mail Address)

Center for Workforce Inclusion, Inc.

By _____
 (Signature)

Name Gary A. Officer _____
 President and CEO (Date)
 Center for Workforce Inclusion, Inc.

Center for Workforce Inclusion, Inc. (Center)

**PY2023 SCSEP Performance Goals
Summary Sheet**

1. Service Level/Number of eligible individuals served

140% x your number of modified authorized positions

PY2023 Goal = 140%

2. Community Service Hours (in the aggregate of community service employment)

Hours in the aggregate of community service employment compares the total number of hours of community service provided by each SCSEP grantee to the number of community service hours funded by the grant.

PY2023 Goal = 80.2%

3. Most-in-Need

Counts the total number of the most-in-need characteristics for all participant job seekers enrolled from July 1 and divides by the total number of older job seekers served by June 30th.

PY2023 Goal = 3.0

4. PY2023 Center Unsubsidized Placement Goal

35% x your number of modified authorized positions

5. Exiters Employed in Q2 after their exit

The percentage of project older job seekers who are in unsubsidized employment during the second quarter after exit from the program.

PY2023 Goal = 42%

6. Exiters Employed in Q4 after their exit

The percentage of project older job seekers who are in unsubsidized employment during the fourth quarter after exit from the program.

PY2023 Goal = 37%

7. Median Earnings

The median earnings of project participant job seekers who are in unsubsidized employment during the second quarter after exit from the project

PY2023 Goal = \$3,500

8. Spend 100% of Participant Wages and Fringe Benefits (PWFB) by June 30, 2024

9. Achieve 90 ACSI score on Participant Satisfaction via annual Participant Satisfaction Surveys

10. Achieve 87 ACSI score on Host Agency Supervisor Satisfaction via annual Host Agency Satisfaction Surveys

11. Achieve 86 ACSI score on Employer Satisfaction on Employer Surveys

Assurances and Certifications

Without your acceptance of the Assurances and Certifications contained in this section, a subgrantee may not be awarded a grant. In performing its responsibilities under this grant, the subgrantee hereby certifies and assures that it will fully comply with the following:

A. ASSURANCES — NON-CONSTRUCTION PROGRAMS. NOTE: Certain of these Assurances may not be applicable to your program. If you have questions, please contact the Center for Workforce Inclusion, Inc.

1. Has the legal authority to apply for Federal Assistance and the institutional, managerial, and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States, and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as

Center for Workforce Inclusion, Inc.

amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

8. Will comply, as applicable, with the provisions of the Hatch Act (5 U.S.C. 1501-1508, and 7324-7328), which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. 276a to 276a-7), the Copeland Act (40 U.S.C. 276c and 18 U.S.C. 874), and the Contract Work Hours and Safety Standards Act (40.U.S.C. 327-333), regarding labor standards for Federally assisted construction subagreements.

10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(A) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.

11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in flood plains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et seq.); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system

Center for Workforce Inclusion, Inc.

13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).

14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm-blooded animals held for research, teaching, or other activities supported by this award of assistance.

16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and “Audits of States, Local Governments, and Non-Profit Organizations.”

18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

B. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS — PRIMARY COVERED TRANSACTIONS.

The prospective primary subgrantee, to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

2. Have not within a three-year period preceding this proposal been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (B)(2) of this certification; and,

4. 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.

Center for Workforce Inclusion, Inc.

Where the prospective primary subgrantee is unable to certify to any of the statements in this certification, such prospective subgrantee shall attach an explanation to this proposal.

C. CERTIFICATION REGARDING LOBBYING — CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS.

By accepting this Grant, the subgrantee hereby certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence 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.
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, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative Agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The subgrantee shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative Agreement) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of facts upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 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.

D. CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS.

The subgrantee certifies that it will or will continue to provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
2. Establishing an ongoing drug-free awareness program to inform employees about—
 - a. The dangers of drug abuse in the workplace;
 - b. The grantee's policy of maintaining a drug-free workplace;

Center for Workforce Inclusion, Inc.

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

Subgrantee Number: MN116

Place of Performance: 402 W 1st St, Duluth, MN 55802

Check if there are workplaces on file that are not identified here.

E. NONDISCRIMINATION & EQUAL OPPORTUNITY ASSURANCE.

As a condition to the award of financial assistance from the Department of Labor under Title I of WIA, the subgrant applicant assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws.

Center for Workforce Inclusion. Inc. (Center)

- (1) Section 188 of the Workforce Innovation and Opportunity Act of 2014 (WIOA) which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation, or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIOA Title I financially-assisted program or activity;
- (2) Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color, and national origin;
- (3) Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
- (4) The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and
- (5) Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

The subgrantee also assures that it will comply with 29 CFR Part 37 and all other regulations implementing the laws listed above. This assurance applies to the grant applicant’s operation of the WIOA Title I financially-assisted program or activity, and to all Agreements the grant applicant makes to carry out the WIOA Title I financially-assisted program or activity to the extent that the subgrantee is a American Job Center partner and participates in the American Job Center delivery system. The grant applicant understands that the United States has the right to seek judicial enforcement of this assurance.

F. CERTIFICATION OF NON-DELINQUENCY.

Please initial the appropriate statement and return to Center:

JB Not Delinquent on any Federal Debt
 (initial)

_____ Delinquent on any Federal Debt
 (initial)

Sponsor Name: City of Duluth Workforce Development
Project No.: 116

Sponsor Budget Proposal*

July 1, 2023 - June 30, 2024

Sponsor Name: City of Duluth Workforce Development

Project No.: 116

Twelve Month Budget

FEDERAL SHARE


Participant Wages	\$ 156,373	
Participant Fringe Benefits		
FICA	11,963	
Unemployment / Disability, if applicable	_____	
Worker's Compensation	1,842	
Physical Exam	_____	
Total Participant Wages / Fringe Benefits		\$ 170,178
Program - Other Costs		
Transportation	_____	
Training	_____	
Incidentals	_____	
Subgrantee Staff Cost	6,832	
Other Program Costs	_____	
Total Program / Other Costs		\$ 6,832
Project Administration		
Subgrantee Staff Cost	\$ 15,606	
Other Admin. Costs	_____	
Total Project Admin.		\$ 15,606
TOTAL FEDERAL SHARE:		\$ 192,616

NON-FEDERAL SHARE

Rent	_____	
Staff Salaries & Fringe Benefits	_____	
Travel	_____	
Postage & Delivery	_____	
Supplies	_____	
Insurance	_____	
Other	_____	
Total Cash Component		\$ -
Indirect Component	_____	
Total Indirect Component		\$ -
Host Agency Supervision	27,703	
Space	_____	
Other	_____	
Total In-Kind Component		\$ 27,703
TOTAL NON-FEDERAL SHARE:		\$ 27,703

I hereby certify (a.) this budget is true in all aspects; (b.) all non-federal share of costs will be made in accordance with the agreement; (c.) receipts, records, and accounts as required by the agreement and the U.S. Department of Labor rules and regulations will be sufficient to document these costs for which credit is claimed and are available for inspection; (d.) these costs will be from non-federal sources with the exception of general revenue-sharing funds; (e.) these costs will not be claimed on any other federal programs.

Name and Title of Auth. Official Carol Turner

Signature and Date 

8/31/2023

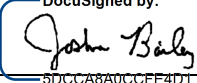
Sponsor Delegation of Signature Authority*

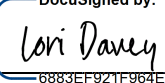
July 1, 2023 – June 30, 2024

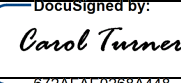
Sponsor Name: City of Duluth Workforce Development

Project Number: 116

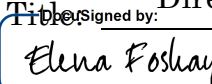
The individuals listed below are authorized to sign on my behalf and / or electronically transmit to Center the following Center SCSEP documents (check those which apply):

Name: Josh Bailey Report of Costs (SA1)
 Title: City Auditor Report of Non-Federal Costs (SA2)
 Signature:  Budget Revisions

Name: Lori Davey Report of Costs (SA1)
 Title: Financial Analyst Report of Non-Federal Costs (SA2)
 Signature:  Budget Revisions

Name: Carol Turner Report of Costs (SA1)
 Title: Operations Manager Report of Non-Federal Costs (SA2)
 Signature:  Budget Revisions

[Executive Director or Other Authorized Official]

Name: Elena Foshay
 Title: Director, Workforce Development
 08/31/2023
 Signature / Date

*AN ELECTRONIC VERSION OF THIS FORM IS AVAILABLE ON THE Center WEBSITE (FOR OUR PARTNERS) OR SEND REQUEST TO Finance_SCSEP_Subgrantees@workforceinclusion.org

Sponsor Budget Instructions

July 1, 2023 – June 30, 2024

Below is a summary of key points for July 1, 2023 to June 30, 2024:

- Your SCSEP Sponsor Agreement specifies:
 - The minimum amount which you must spend on participant wages and fringe benefits (PW/FB), and
 - The maximum amount you will be reimbursed for administrative expenses.
- If you do not spend at least the PW/FB amount specified in your Sponsor Agreement, your administrative and program/other reimbursements may be reduced proportionately.
- The mileage reimbursement for privately owned vehicles is \$.655 per mile or your organization's rate.
- Report of Costs (SA1) and Report of Non-Federal Costs (SA2) are available for processing and submission online on the Center website (see "SCSEP Portal").
- Current finance-related forms (Sponsor Budget Proposal, Delegation of Signature Authority, Sponsor Bank Information) are available in electronic versions on the Center website (see "SCSEP Portal") or by contacting the Center finance department at Finance_SCSEP_Subgrantees@workforceinclusion.org.
- Full information about Center SCSEP finance procedures can be found in Center's SCSEP Policy and Procedure Manual, Part 10, "Program Finance Procedures."

SCSEP Costs Classification

SCSEP regulations classify and explain the costs which may be charged to the grant. The final regulation requires that all costs be classified and recorded as either program costs or administrative costs. Center sponsors are required to have in place systems to facilitate this record keeping and prepare cost reports using these categories.

Program Costs

- Program costs include, but are not limited to, the costs of the following functions:
 - Participant wages and fringe benefits, consisting of wages paid and fringe benefits provided to participant job seekers for hours of community service assignments;
 - Outreach, recruitment and selection, intake, orientation, assessment, and preparation of IEPs;
 - Participant job seeker training provided on the job, in a classroom setting, or utilizing other appropriate arrangements, consisting of reasonable costs of instructors' salaries, classroom space, training supplies, materials, equipment, and tuition;
 - Job placement assistance, including job development and job search assistance, job fairs, job clubs, and job referrals; and
 - Participant job seeker supportive services.

Sponsor Budget Instructions

July 1, 2023 – June 30, 2024

Administrative Costs

- The costs of administration are the costs associated with:
 - Performing overall general administrative and coordination functions, including:
 - Accounting, budgeting, financial, and cash management functions;
 - Procurement and purchasing functions;
 - Property management functions;
 - Personnel management functions;
 - Payroll functions;
 - Coordinating the resolution of findings arising from audits, reviews, investigations, and incident reports;
 - Audit functions;
 - General legal services functions; and
 - Developing systems and procedures, including information systems, required for these administrative functions.
 - Oversight and monitoring responsibilities related to administrative functions;
 - Costs of goods and services used for administrative functions of the program;
 - Travel costs incurred for official business in carrying out administrative activities or the overall management of the program; and
 - Costs of information systems related to administrative functions (for example, personnel, procurement, purchasing, property management, accounting, and payroll systems) including the purchase, systems development, and operating costs of such systems.

Personnel and related non-personnel costs of staff who perform both administrative functions and programmatic services or activities must be allocated as administrative or program costs to the benefiting cost objectives / categories based on documented distributions of actual time worked or other equitable cost allocation methods.

Allowable SCSEP Costs

Participant Wages

Sponsors should monitor spending levels throughout the year to effectively utilize all budgeted funds. Expenses exceeding the approved budget may not be reimbursed unless there is an agreed upon budget modification.

Sponsors with participant job seekers assigned to project administration who must be reassigned during the program year due to durational limit on assignment may be given permission, upon request, to use extra hours to assist with training replacements if necessary. Prior written approval is required from the SCSEP Operations Director (or designee) and depends on the availability of funds. Unauthorized use of extra hours is not permitted.

Participant job seekers' time sheets should not be submitted, approved, or dated prior to the last day of work in the pay period.

Sponsor Budget Instructions

July 1, 2023 – June 30, 2024

Fringe Benefits

FICA: The FICA rate (employer's share) is currently 7.65% inclusive of 1.45% for Medicare. Sponsors who do not claim FICA costs must deduct 1.45% for Medicare.

Unemployment and/or disability insurance costs will be reimbursed only in cases where sponsors are required by state law to provide such insurance.

Worker's Compensation insurance must be in force over the entire grant period for participant job seekers. Self-insured plans will be reimbursed for actual expenses up to what a normal commercial policy would have cost. A full discharge of all current and future liabilities is expected on all self-insurance plans. Self-insured sponsors must classify participants in accordance with their job descriptions and apply state classification rates in order to allow comparison between self-insurance costs and a commercial contract.

Physical Examinations: Each participant job seeker shall be offered the opportunity to take a physical examination annually - obtained from local resources at low or no cost whenever possible. Maximum reimbursement by Center for a physical examination is \$75.

Program / Other — Transportation

Reasonable costs of older job seeker transportation (to training, or to supportive services, for example) may be paid and is a reimbursable project expense.

Transportation expenditures should be for the purpose of providing a benefit to participant job seekers. They are not to be used to support other programs or services.

Cost of transportation to participant job seeker meetings is reimbursable and should be charged to Training.

Program / Other — Training & Incidentals

Training. Sponsors may pay reasonable costs for skills training, classroom instruction, lectures, seminars, individual instruction as well as other types of training. Sponsors are encouraged to obtain training through locally available resources, including host agencies, at no cost or reduced cost to the program. Specialized training and on-the-job-experience (OJE) must be approved by Center prior to implementation. Stand alone job search activities or job clubs are not permitted.

Costs for participant job seeker meetings would include, for example, costs of meeting rooms, transportation of older job seekers to and from such meetings, and other allowable costs related to the meetings.

Incidentals. Expenses may be charged for work-related items necessary for a participant job seeker's participation in the program only when they cannot be obtained free of charge from local resources. Examples are work shoes, badges, uniforms, safety glasses, or tools. Costs for mandatory criminal / background and / or fingerprint tests should be charged to this category.

Project Administration

The Sponsor Agreement specifies the maximum amount a sponsor will be reimbursed for administrative expenses. If sponsor does not expend at least the PW/FB amount specified in the Sponsor Agreement, the related administrative and program/other reimbursements may be reduced proportionately.

If you do not intend to allocate funds to Project Administration, the funds will remain part of your budget and can be used for participant wages and fringe benefits or Program/Other expenses.

Sponsor Budget Instructions

July 1, 2023 – June 30, 2024

A special note regarding equipment: Written approval from Center is required prior to purchasing any equipment which costs \$5,000 or more per unit and has an estimated useful life of one year or more. Due to the DOL regulations regarding equipment purchases, there is no flexibility regarding the necessity for prior written approval.

Insurance Coverage

Sponsors are required to provide Worker's Compensation Insurance that covers all SCSEP job seekers, and the following other insurances must be in force for all sponsors. Sponsors are required to send a certificate of insurance to Center showing that the insurance is in effect for the term of the Sponsor Agreement. The certificate of insurance should name "Center for Workforce Inclusion, Inc. additional insured as their interest may appear."

Insurance Coverage Required:

- Worker's Compensation
- Employment Practices Liability
- Business Automobile
- Commercial General Liability

Sound business practices should be followed in obtaining adequate insurance coverage.

Insurance certificates can be sent as PDF documents to Finance_SCSEP_Subgrantees@workforceinclusion.org or fax to 301.578.8969.

Single Audit

Sponsors are subject to audit requirements set forth in 2 CFR 200, Uniform Grants Guidance. Sponsors may charge a proportionate share of single audit expenses to Project Administration. The proportionate amount is determined by comparing Center's share of federal funding to total federal funding.

Reimbursement of Expenses / Advances / Bank Account Information

Sponsors must request for reimbursement of program costs by completing a Report of Costs found on the *Report of Costs/SA1 Webtool*. The line items of cost on the form conform to the project sponsor's budget.

If advances of funds are necessary, sponsor is required to minimize the time between drawdown of funds and their disbursement.

Report of costs is due 30 days after the end of each month.

A separate bank account for Center funds is not required if the recipient is able to effectively account for the receipt and expenditure of funds. If in Center's opinion a sponsor has an unacceptable system of financial management or internal control, Center reserves the right to require a separate account for Center SCSEP funds.

If advances provided by the Center are held in a separate bank account, interest on that account up to \$500 annually may be retained by the sponsor for SCSEP administrative expenses. Interest in excess of \$500 must be remitted annually to the U.S. Department of Health and Human Services (DHHS). If you have received interest in excess of \$500, the excess must be sent by a separate check to Center so that we can return the funds to DHHS. Center will transfer funds to one bank account specified by sponsor. If we have your bank information on file, you do not have to resubmit your information. The Center will transfer funds to your currently designated account unless we are advised otherwise.

Sponsor Budget Instructions

July 1, 2023 – June 30, 2024

Instructions to establish or change bank account information should be sent to Rosemary Schmidt, Controller. To provide the Center with your bank account information, use the SCSEP Sponsor Bank Information Form available on the Center website (see “SCSEP Portal”) or by contacting the Center finance department at Finance_SCSEP_Subgrantees@workforceinclusion.org.

To request reimbursement and/or advances, submit a Center Report of Costs on the *Report of Costs/SA1 Webtool*. Requests for funding must be received at Center Finance Department at least 5 business days prior to the date funds are needed.

Non-Federal Share of Costs

Non-federal costs are non-federal economic resources that provide identifiable and measurable assistance toward the accomplishment of program objectives. Non-federal costs can be broken down into three categories:

- Cash component is monies from non-federal sources the sponsor expends in support of the program. This might include, but is not limited to, the project director’s salary and fringe benefits, the cost of general liability insurance and rent paid for either the premises or meeting rooms if paid in cash, and other costs such as travel, supplies, postage and delivery.
- Indirect is the amount of overhead paid by the sponsor and distributed based on an approved distribution plan.
- In-kind costs are the value of non-cash goods and services that directly benefit the program. In-kind costs can come from host agencies, the project sponsor and the local community. In-kind costs can include, for example, the value of supervisory time that the host agency provides for participant job seekers. Other examples of in-kind costs are donated or discounted professional services, space charges, meeting space, telephone, and transportation.

Any excess of non-federal funds the sponsor assigns to Center for Center’s determination of whether the excess shall be used to support the program. Such excess is not part of the sponsor’s unreimbursable non-Federal match requirement and is not a donation within the meaning of 2 CRF 200, Uniform Grants Guidance.

Reporting Non-Federal Costs

Use the Center Report of Non-Federal Costs found on the *Report of Costs/SA2 Webtool* to report non-federal costs and should be filed 30 days after the reported month.

Costs-to-date shown on the Report of Non-Federal costs should agree with the booked amount of non-federal cost incurred and must be traceable throughout the record-keeping system.

When utilizing host agency supervision as in-kind non-federal match, the sponsor must keep a current list of host agencies used and the number of hours of supervision provided to participant job seekers.

Closeout of Grant / Final Report of Costs

At the conclusion of the program year, your grant closeout package is due by July 31, 2024. Closeout instructions are available on the Center’s website (see “SCSEP Portal”) or by contacting the Center finance department at Finance_SCSEP_Subgrantees@workforceinclusion.org. The instructions specify required closeout documents and filing requirements.

Sponsor Budget Instructions

July 1, 2023 – June 30, 2024

Fiscal Reviews

Sponsors are required to maintain records and source documents for review by Center representatives. All records and source documents should be readily available. Sponsors who contract with ADP, or similar firms or banks to process payrolls, must make arrangements with these organizations to provide proof of direct deposit or canceled checks as needed for the fiscal review. Federal regulations require that grant recipients support accounting records with reliable source documentation such as canceled checks or other proof of disbursement, paid invoices or contracts or subcontracts awarded.

On-Site Fiscal Reviews Required for Project Sponsors Not Subject to the A-133 Single Audit Requirement

Each program year, Center fiscal staff conducts on-site fiscal reviews of project sponsors not subject to the Single Audit Requirement. In addition to the fiscal monitoring activities, Center fiscal staff will also monitor the project sponsor's Other Program Costs and Administrative Costs.

Note: The Uniform Guidance referred to above is available at: <http://www.ecfr.gov>

Center for Workforce Inclusion, Inc.
Sponsor Counties to be Served

July 1, 2023 - June 30, 2024

City of Duluth Workforce Development

Project No. 116

You are authorized to serve the counties listed below. Next to each county is the number of authorized positions. A modified position is the basis for calculating the following: the number of participants served; the number of participants who must transition to unsubsidized employment; and other performance goals specified in your SCSEP Sponsor Agreement.

County	Authorized	Modified
St. Louis County - Minnesota	26	18
Total Authorized (1 county)	26	18