

STATE OF MINNESOTA
MASTER GRANT CONTRACT AGREEMENT
State and/or Federal Master Grant Contract Agreement: DULUTH2024M

This Master Grant Contract Agreement is between the State of Minnesota, acting through its Commissioner of the Department of Employment and Economic Development (DEED), Employment and Training Programs ("State") and City of Duluth Workforce Development, 411 West 1st Street, Duluth, MN 55802 ("Grantee").

Recitals

1. The State is in need of employment and training related services from the State Employment and Training Programs (ETP) Division for program participants.
2. Under Minn. Stat. [§116J.035](#); the [Workforce Investment Act of 1998 \(WIA\), Public Law 105-220](#) (20 CFR Parts 660-672 only) as amended; the [Workforce Innovation and Opportunity Act \(WIOA\), signed July 22, 2014, Public Law 113-128](#); the [Older American Community Service Employment Act, Title V of the Older Americans Amendments of 1987, Public Law 100-175](#) and [Public Law 109-365](#), as amended; [Minn. Stat. §116L.20](#); Youth Employment; Youthbuild, Minn. Stat. §§116L.361, .362, .364 and .365, 116L.366; Minnesota Youth Program, Minn. Stat. §§116L.56 – 116L.561; Rural Career Counseling Coordinators, [Minn. Stat. §116L.667](#); [Minnesota Session Laws of 2014, Chapter 239, H.F. 2536](#), for the Women and High-Wage, High-Demand, Nontraditional Jobs Grant Program; and [116L.96](#), Minnesota Family Resiliency Partnership, the State is empowered to enter into this grant.
3. [Minnesota Statute 116J.401](#) authorizes Minnesota Department of Employment and Economic Development to administer the Workforce Investment Act and Workforce Innovation and Opportunity Act.
4. This master grant contract agreement is issued in anticipation of receipt of funds by the State to be used for programs including but not limited to those listed In Recital 2, and other appropriated funds received from the federal government, state government, or other entities.
5. The Grantee represents that it is duly qualified and agrees to perform all services described in this master grant contract agreement to the satisfaction of the State. Pursuant to [Minn. Stat. §16B.98, subdivision 1](#), the Grantee agrees to minimize administrative costs as a condition of receiving Project Specific Plans (PSPs) associated with this master grant contract agreement.

MASTER GRANT CONTRACT AGREEMENT

1 Term of Master Grant Contract Agreement

- 1.1 **Effective date:** **July 1, 2023** or the date the State obtains all required signatures under [Minn. Stat. §16B.98](#), Subd. 5, whichever is later. Per [Minn. Stat. §16B.98](#), Subd. 5, the Grantee must not begin work on any Project Specific Plans (PSPs) issued under this master grant contract agreement until it is fully executed and the State's Authorized Representative has notified the Grantee that work may commence. Per [Minn. Stat. §16B.98](#) Subd. 7, no payments will be made to the Grantee until this master grant contract agreement and PSPs associated with it are fully executed.
- 1.2 **Expiration date:** **June 30, 2028** or until all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3 **Survival of Terms:** The following clauses survive the expiration or cancellation of this master grant contract agreement: 8. Liability; 9. State Audits; 10. Government Data Practices, Intellectual Property, and Record Retention; 12. Publicity and Endorsement; 13. Governing Law, Jurisdiction, and Venue; and 15. Data Disclosure.

2 Grantee's Duties

2.1 The Grantee, who is not a state employee, will comply with all applicable state and federal laws and all required grants management policies and procedures set forth through [Minn. Stat. 16B.97, Subd. 4\(a\)\(1\)](#).

2.2 **Project Specific Plans.** This master grant contract agreement will be supplemented with Project Specific Plans as funding opportunities become available. This master grant contract agreement is no guarantee of a Project Specific Plan.

Each fully executed Project Specific Plan issued under the authority of this master grant contract agreement will include an applicable work plan and budget, marked as Attachment "1" Work Plan, and Attachment "2" Budget, to the Project Specific Plan. A sample Project Specific Plan is attached as **Exhibit A**.

The Grantee shall be required to perform any of the services identified in the Project Specific Plans issued under this master grant contract agreement.

3 Time

The Grantee must comply with all the time requirements described in this master grant contract agreement. In the performance of this master grant contract agreement, time is of the essence. The term of work under the Project Specific Plans issued under this master grant contract agreement may not extend beyond the expiration date of this master grant contract agreement.

4 Consideration and Payment

4.1 **Consideration.** All services provided by the Grantee under this master grant contract agreement shall be performed to the State's satisfaction, as determined at the sole discretion of the State and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Grantee shall not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law. The State will pay for all services satisfactorily performed by the Grantee under each fully executed Project Specific Plan issued under this master contract.

The work plan and budget will be attached to each Project Specific Plan. The work plan and budget may be modified upon submittal of a modified Project Specific Plan, and written approval by the State. Subsequent year funding is contingent upon meeting the responsibilities outlined in the work plan, budget, terms and conditions, and/or and legislative action. Release of funding under this master grant contract agreement to the Grantee is subject to actual receipt of appropriated funds from any source by the State and approval by the State of the Grantee's Project Specific Plan.

No funds shall be expended until the Project Specific Plan has been approved in writing by the State.

Funds available under the master grant contract agreement are available for the period(s) indicated on the Notice of Grant Action ("NGA") which is attached and incorporated into each Project Specific Plan (see sample in **Exhibit B**). Periods may be shorter than indicated in the term of this master grant contract agreement above.

If any additional conditions are required based on funding sources, the appropriate conditions shall be attached to or be a part of the relevant Project Specific Plan.

Funds are to be expended in the cost categories and amounts shown in the approved Budget "Attachment 2 to Project Specific Plans," which identifies allowable costs.

The State shall not reimburse the Grantee for any questioned costs determined to be disallowed or an improper payment, as described and defined in 2 CFR §2900.3 Questioned cost and 2 CFR §200.1 Definitions, and any subsequent updates to these guidelines during the period of this master grant contract agreement. The same is true regarding directives outlined in the Uniform Guidance located in 2 CFR Part 200 (see §§200.402-411 for basic considerations when determining if costs are allowable and §§200.420-476 for information on whether specific cost items are allowable and if so under what circumstances), or as part of the terms and conditions attached to PSPs (if applicable) as dictated by funding sources, State statute, policy, or procedure.

Reimbursement for travel and subsistence expenses actually and necessarily incurred by the Grantee as a result of any Project Specific Plan will not exceed the amount designated in the budget of that Project Specific Plan; provided that the Grantee will be reimbursed for travel and subsistence expenses in the same manner and according to the rates provided for in the current "Commissioner's Plan" promulgated by the Commissioner of Minnesota Management and Budget (MMB). The Grantee will not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless it has received the State's prior written approval for out of state travel. Minnesota will be considered the home state for determining whether travel is out of state.

4.2. *Payment*

- (a) Invoices.** The State will promptly pay the Grantee after the Grantee presents a request for payment for the services actually performed, and the State's Authorized Representative accepts the request for payment. Requests for payment must be submitted timely and according to the following schedule:

- Requests for payment shall be made by Grantee to the State on the State's "Cash Advance Payment Request" and/or on a "Reimbursement Payment Request." Payments shall be made by the State as soon as practicable after Grantee's presentation of the request for payment. The fact of payment of any item shall not preclude the State from questioning the propriety of any item.
- Requests for payment shall be in amounts that minimize the time elapsing between the transfer of funds and disbursements in accordance with state or federal law, rule, statute, and/or policy.

(b) Federal funds. When payments associated with a Project Specific Plan derive from federal funding, the Grantee is responsible for compliance with all federal requirements imposed on these funds. The Grantee accepts full financial responsibility for any requirements imposed by the Grantee's failure to comply with federal requirements.

(c) Unexpended Funds. The Grantee must promptly return to the State any unexpended funds that have not been accounted for annually in a financial report to the State due at grant closeout.

(d) Limits to Reimbursement. The State shall not reimburse Grantee for payments or liabilities to the Unemployment Compensation Fund the Grantee incurred as a reimbursing employer after termination of Grantee's participation in programs, or for any liability accrued thereunder before the effective date of this master grant contract agreement.

4.3. **Procurement, Purchasing, Contracting and Bidding Requirements**

Federal Procurement Requirements

When the funding source is from the federal government, the Grantee will follow Uniform Administrative Requirements as found in [2 CFR §§ 200.317-.327](#) (scroll down page to find sections 317-327).

State Purchasing, Contracting and Bidding Requirements

When the funding source is the State of Minnesota, the grantee will adhere to the following:

Municipalities

Any grantee that is a municipality must comply with [Minn. Stat. § 471.345](#).

Municipalities and Nongovernmental organizations

Any project that includes construction work of \$25,000 or more must comply with prevailing wage rules, as established in [Minn. Stat. §§ 177.41 - .44](#). Any bid request for such projects must state the project is subject to prevailing wage. These rules require that the wages of laborers and workers should be comparable to wages paid for similar work in the community as a whole. A prevailing wage form should accompany these bid submittals.

Nongovernmental organizations

- (a) Any services and/or materials that are expected to cost \$100,000 or more must undergo a formal notice and bidding process.
- (b) Services and/or materials that are expected to cost between \$25,000 and \$99,999 must be competitively awarded based on a minimum of three (3) verbal quotes or bids.
- (c) Services and/or materials that are expected to cost between \$10,000 and \$24,999 must be competitively awarded based on a minimum of two (2) verbal quotes or bids or awarded to a targeted vendor.
- (d) The Grantee must take all necessary affirmative steps to assure that targeted vendors from businesses with active certifications through these entities are used when possible:
 - a. [State Department of Administration's Certified Targeted Group, Economically Disadvantaged and Veteran-Owned Vendor List](#)
 - b. Metropolitan Council's Underutilized Business Program: [MCUB: Metropolitan Council Underutilized Business Program](#)
 - c. Small Business Certification Program through Hennepin County, Ramsey County, and City of St. Paul: [Central Certification Program](#)
- (e) The Grantee must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts.
- (f) The Grantee must maintain support documentation of the purchasing and/or bidding process utilized to contract services in their financial records, including support documentation justifying a single/sole source bid, if applicable.
- (g) Notwithstanding (a) - (d) above, the State may waive bidding process requirements when:
 - a. Vendors included in response to competitive grant request for proposal process were approved and incorporated as an approved work plan for the grant.
 - b. It is determined there is only one legitimate or practical source for such materials or services and that Grantee has established a fair and reasonable price.

5 Conditions of Payment

All services provided by the Grantee under this master grant contract agreement must be performed to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Grantee will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law.

6 Authorized Representative

The State's Authorized Representative is Karen Backlund, Employment & Training Coordinator, Employment and Training Programs Division, 332 Minnesota Street, Suite E200; St. Paul, MN 55101; 651-259-7559. karen.backlund@state.mn.us or her successor. The State's Authorized Representative has delegated responsibility to monitor the Grantee's performance, and the authority to accept the services provided under this master grant contract agreement to program managers under his/her supervision. The acting Authorized Representative will be identified on each Project Specific Plan. If the services are satisfactory, the State's acting Authorized Representative will certify acceptance of each request for payment.

The Grantee's Authorized Representative must be identified on each Project Specific Plan issued under this master grant contract agreement. The Grantee's Authorized Representative must be identified by the Grantee as having signature authority to enter into a contract with the State. If the Grantee's Authorized Representative changes, the Grantee must immediately notify the State.

7 **Assignment, Amendments, Waiver, and Master Grant Contract Agreement Complete**

- 7.1 **Assignment.** The Grantee shall neither assign nor transfer any rights or obligations under this master grant contract agreement without the prior written consent of the State, approved by the same parties who executed and approved this master grant contract agreement, or their successors in office.
- 7.2 **Amendments.** Any amendments to this master grant contract agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original master grant contract agreement, or their successors in office.
- 7.3 **Waiver.** If the State fails to enforce any provision of this master grant contract agreement, that failure does not waive the provision or the State's right to enforce it.
- 7.4 **Master Grant Contract Agreement Complete.** This master grant contract agreement contains all negotiations and agreements between the State and the Grantee. No other understanding regarding this master grant contract agreement, whether written or oral, may be used to bind either party.

8 **Liability**

The Grantee must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the performance of this master grant contract agreement by the Grantee or the Grantee's agents or employees. This clause will not be construed to bar any legal remedies the Grantee may have for the State's failure to fulfill its obligations under this master grant contract agreement. The liability of the State shall be governed by the provisions of the Minnesota Tort Claims Act, [Minn. Statutes 3.732](#) and [3.736](#), et seq., and other applicable law.

9 **State Audits**

Grantee agrees to use such fiscal, audit, and accounting procedures as may be necessary to assure and promote sound financial management, including effective internal controls. The Secretary of Labor, the Comptroller General of the United States, and the State, or a designated representative, shall have access to and the right to examine, for audit purposes or otherwise, any books, documents, papers, or records of Grantee. The books, records, documents, and accounting procedures and practices of the Grantee relevant to this master grant contract agreement are also subject to examination by the State and the Legislative Auditor of the State of Minnesota. Grantee agrees to fully cooperate in any such examination and/or audit and to have said audits carried out in accordance with [Minn. Stat. §309.53](#), OMB circulars, and/or Uniform Guidance [2 CFR 200](#).

Under [Minn. Stat. §16B.98](#), subd.8, the Grantee's books, records, documents, and accounting procedures and practices of the Grantee or other party relevant to this master grant contract agreement are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this master grant contract agreement, receipt, and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later.

10 Government Data Practices, Intellectual Property, and Record Retention

10.1. **Government Data Practices.** The Grantee and State must comply with the Minnesota Government Data Practices Act, [Minn. Stat. Ch. 13](#), as it applies to all data provided by the State under this master grant contract agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this master grant contract agreement. The civil remedies of [Minn. Stat. §13.08](#) apply to the release of the data referred to in this clause by either the Grantee or the State.

If the Grantee receives a request to release the data referred to in this Clause, the Grantee shall notify the State's Authorized Representative for further guidance. The Grantee's response to the request shall comply with applicable law.

10.2. **Intellectual Property Rights.** The Grantee represents and warrants that Grantee's intellectual property used in the performance of this master grant contract agreement does not and will not infringe upon any intellectual property rights of other persons or entities. Notwithstanding Clause 8, the Grantee will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless the State, at the Grantee's expense, from any action or claim brought against the State to the extent that it is based on a claim that all or part of Grantee's intellectual property used in the performance of this master grant contract agreement infringe upon the intellectual property rights of others. The Grantee will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including but not limited to, attorney fees. If such a claim or action arises, or in the Grantee's or the State's opinion is likely to arise, the Grantee must, at the State's discretion, either procure for the State the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing intellectual property as necessary and appropriate to obviate the infringement claim. This remedy of the State will be in addition to and not exclusive of other remedies provided by law.

10.3. **Record Retention.** The Grantee understands and agrees that in performing services for or being funded by the State, that it shall be bound by [Minn. Stat. §15.17](#) requiring that government entities shall make and preserve all records necessary to a full and accurate knowledge of their official activities, and [Minn. Stat. §138.17](#) requiring that records be maintained per an approved records schedule. The Grantee understands that it will be bound by these Statutes beyond the termination date of this master grant contract agreement.

11 Workers' Compensation

The Grantee certifies that it is in compliance with [Minn. Stat. §176.181](#), subd. 2, pertaining to workers' compensation insurance coverage. The Grantee's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State's obligation or responsibility.

12 Publicity and Endorsement

12.1 *Publicity*

Any publicity regarding the subject matter of this master grant contract agreement must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this master grant contract agreement. All projects primarily funded by state grant appropriation must publicly credit the State of Minnesota, including on the Grantee's website when practicable.

12.2 *Endorsement*

The Grantee must not claim that the State endorses its products or services.

13 Governing Law, Jurisdiction, and Venue

Minnesota law, without regard to its choice-of-law provisions, governs this master grant contract agreement. Venue for all legal proceedings out of this master grant contract agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

14 Termination

- 14.1 ***Termination by the State.*** The State may immediately terminate this master grant contract agreement with or without cause, upon 30 days written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.
- 14.2 ***Termination for Cause.*** The State may immediately terminate this master grant contract agreement if the State finds that there has been a failure to comply with the provisions of this master grant contract agreement, that reasonable progress has not been made, or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.
- 14.3 ***Termination for Insufficient Funding.*** The State may immediately terminate this master grant contract agreement if it does not obtain funding from the Minnesota legislature or other funding source; or funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Grantee. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the master grant contract agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Grantee notice of the lack of funding within a reasonable time of the State's receiving that notice.

14.4 **Cancellation.** In the event of any cancellation under this provision, the Grantee shall cooperate fully with the State and help facilitate any transition for the provision of services by a different vendor. Failure to cooperate with or withholding any information or records requested by the State or a different vendor that impairs in any way the transition of the provision of services shall constitute a material breach of this master grant contract agreement, subjecting Grantee to liability for all damages incurred by the State resulting from such breach.

14.5 **Termination of Individual Project-Specific Plans.** The State reserves the right to immediately terminate, with or without cause, each Project Specific Plan (PSP) issued under the authority of the master grant contract agreement. Termination of a PSP will not alter the terms and conditions of any other PSP.

15 Data Disclosure

Under [Minn. Stat. §270C.65](#), subd. 3, and other applicable law, the Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Grantee to file state tax returns and pay delinquent state tax liabilities, if any.

16 Conflict of Interest

The State will take steps to prevent individual and organizational conflicts of interest in reference to Grantees per [Minn.Stat.§16B.98](#) and Department of Administration, Office of Grants Management, Policy Number 08-01 [Grants Management Policies, Statutes, and Forms / Minnesota.gov \(mn.gov\)](#). When a conflict of interest concerning State grant-making is suspected, disclosed, or discovered, transparency shall be the guiding principle in addressing it.

In cases where a potential or actual individual or organizational conflict of interest is suspected, disclosed, or discovered by the Grantee throughout the life of the master grant contract agreement, they must immediately notify the State's Authorized Representative and take appropriate steps as directed by the State.

The Grantee must complete a Conflict of Interest Disclosure Form.

Other Provisions

17 Special Administrative Provisions Required

Grantee agrees to administer programs according to the regulations and guidelines related to the funding source, including the State's employment and training (ETP) Policies. Grantee also agrees to comply with other applicable Federal and State laws. In the event that these laws, regulations, or guidelines are amended at any time during the term of this master grant contract agreement, the Grantee shall comply with such amended laws, regulations, or guidelines.

17.1 **Program Standards.** Grantee agrees to comply with Uniform Guidance [2 CFR Part 200](#), as it relates to the utilization of funds, the operation of programs, and the maintenance of records, books, accounts, and other documents as amended. Under Uniform Guidance 2 CFR Part 200, common or joint costs charged to grants must be based upon written cost allocation plans.

- 17.2 **Salary and Bonus Limitations.** In compliance with [Public Law 109-234](#), Sec. 7013 none of the funds appropriated in [Public Law 109-149](#) or prior programs under the heading “Employment and Training,” whether federal funds or otherwise, that are available for expenditure on or after June 15, 2006, shall be used by a recipient or subrecipient of such funds to pay the salary and bonuses of an individual, either as direct costs or indirect costs, at a rate in excess of (federal) Executive Level II (www.opm.gov), except as provided for under Section 101 of Public Law 109-149. This limitation shall not apply to vendors providing goods and services as defined in [OMB Circular A-133](#).
- 17.3 **Assurances.** As a condition to the award of financial assistance from the Department of Labor under Title I of the Workforce Innovation and Opportunity Act, or any other State Workforce Development Employment and Training funds, the Grantee assures that it has the ability to and will comply fully with the nondiscrimination and equal opportunity provisions and other assurances of the following laws for the duration of the award. Furthermore, the Grantee understands that the United States Department of Labor has the right to seek judicial enforcement of these assurances.
- **Accessibility/Nondiscrimination** – [Section 508 of the Rehabilitation Act of 1973, as amended](#) – Requires that federally funded program providers make their electronic information and technology accessible to people with disabilities;
 - **ACORN** – [Funds may not be provided](#) to the Association of Community Organizations for Reform Now, or any of its affiliates, subsidiaries, allied organizations or successors;
 - **Audits** – [2 CFR 200.501](#) and [Single Audit Act Amendments of 1996](#) – Organization-wide or program-specific audits shall be performed;
 - **Buy American** – Buy American Act – Award may not be expended unless the funds comply with [USC 41, Chapter 8301-8303](#)
 - **Data Sharing** – [MN Government Data Practices Act](#), [MN Duties of Responsible Authority](#); [MN Administrative Rules Data Practices](#); [DEED Policy – Data Practices](#) ;
 - **Disability** – That there will be compliance with [Sections 503](#) and [504 of the Rehabilitation Act of 1973](#), as amended, and the [Americans with Disabilities Act of 1990](#) as amended;
 - **Equipment** – [2 CFR 200. 313](#), [200.439](#) – Must receive prior approval for the purchase of any equipment with a per unit acquisition cost of \$5,000 or more, and a useful life of more than one year;
 - **Fire Safety** – [15 USC 2225a](#) – Ensure that all space for conferences, meetings, conventions, or training seminars funded in whole or in part complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act ([Public Law 101-391](#));
 - **Fraud/Abuse** – That the provider has policies on fraud and abuse and will contact DEED for potential fraud and abuse issues; [20 CFR 667.630](#); [DEED Policy – Fraud Prevention and Abuse](#);
 - **Health Benefits** – [Public Law 113-235, Division G, Sections 506 and 507](#) – Ensure use of funds for health benefits coverage complies with the [Consolidated and Further Continuing Appropriations Act, 2015](#);
 - **Insurance** – That insurance coverage be provided for injuries suffered by participants in work-related activities where Minnesota's workers' compensation law is not applicable as required under Regulations [20 CFR 667.274](#);

- **Insurance** – [Flood Disaster Protection Act of 1973](#) – Provides that no Federal financial assistance to acquire, modernize, or construct property may be provided in identified flood-prone communities in the United States, unless the community participates in the National Flood Insurance Program and flood insurance is purchased within 1 year of the identification;
- **Limited English** – [Executive Order 13166](#) – Improving access to services for persons with limited English proficiency;
- **Nondiscrimination** – [Section 188 of the Workforce Innovation and Opportunity Act](#) (WIOA) – Which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, transgender status, and gender identity), national origin (included limited English proficiency), age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship or participation in any WIOA Title I-financially assisted program or activity;
- **Nondiscrimination** – [Title VI of the Civil Rights Act of 1964, as amended](#) – Prohibits discrimination on the basis of race, color, and national origin under any program receiving federal financial assistance;
- **Nondiscrimination** – [Title VII of the Civil Rights Act of 1964, as amended](#) – Prohibits discrimination on the basis of race, color, religion, sex or national origin in employment;
- **Nondiscrimination** – [Title II of the Genetic Information Nondiscrimination Act of 2008](#) – Prohibits discrimination in employment on the basis of genetic information;
- **Nondiscrimination** – [Title V of the Older Americans Act of 1965](#) – Prohibits discrimination based on race, color, religion, sex, national original, age, disability, or political affiliation or beliefs in any program funded in part with Senior Community Services Employment Program funds;
- **Nondiscrimination** – [Title IX of the Education Amendments of 1972, as amended](#) – Prohibits discrimination on the basis of sex in educational programs;
- **Nondiscrimination** – [Title I \(Employment\) Americans with Disabilities Act \(ADA\)](#) – Prohibits private employers, state and local governments, employment agencies, and labor unions from discriminating against qualified individuals with disabilities in applying for jobs, hiring, firing, and job training;
- **Nondiscrimination** – [Title II \(State and Local Governments\) Americans with Disabilities Act \(ADA\)](#) – Prohibits qualified individuals with disabilities from discrimination in services, programs, and activities;
- **Nondiscrimination** – [Section 504 of the Rehabilitation Act of 1973, as amended](#) – Prohibits discrimination against qualified individuals with disabilities;
- **Nondiscrimination** – [Age Discrimination Act of 1975, as amended](#) – Prohibits discrimination on the basis of age;
- **Nondiscrimination** – [Title 29 CFR Part 31](#) – Nondiscrimination in federally-assisted programs of the Department of Labor, effectuation of Title VI of the Civil Rights Act of 1964;
- **Nondiscrimination** – [Title 29 CFR Part 32](#) – Nondiscrimination on the basis of disability in programs and activities receiving or benefiting from federal assistance;
- **Nondiscrimination** – [Title 29 CFR Part 33](#) – Enforcement of nondiscrimination on the basis of disability in programs or activities conducted by the Department of Labor;
- **Nondiscrimination** – [Title 29 CFR Part 35](#) – Nondiscrimination on the basis of age in programs or activities receiving federal financial assistance from the Department of Labor;
- **Nondiscrimination** – [Title 29 CFR Part 37](#) – Implementation of the Nondiscrimination and Equal Opportunity provisions of the Workforce Investment Act of 1998;
- **Nondiscrimination** – [Title 29 CFR Part 38](#) – Implementation of the Nondiscrimination and Equal Opportunity provisions of the Workforce Innovation and Opportunity Act;

- **Nondiscrimination** – [Executive Order 13160](#) – Nondiscrimination on the basis of race, sex, color, national origin, disability, religion, age, sexual orientation, and status as a parent in federally conducted education and training programs;
- **Nondiscrimination** – [Executive Order 13279](#) – Nondiscrimination against grant-seeking organizations on the basis of religion in the administration or distribution of federal financial assistance under social service programs, including grants, contracts, and loans;
- **Nondiscrimination** – [The Minnesota Human Rights Act of 1973, Minnesota Statutes, Chapter 363A](#) – Prohibits discrimination in employment and providing public services based on race, color, creed, religion, national origin, sex, disability, status with regard to public assistance, sexual orientation, and citizenship. Also prohibits discrimination in employment based on marital or familial status, age, and local human rights commission activity;
- **Nondiscrimination** – [The Women’s Economic Security Act \(WESA\) of 2014, Minnesota Statutes, Chapter 239](#) – Including requirements concerning, pregnancy and parenting leave, sick leave, pregnancy accommodation, wage disclosure protection, and nursing mothers;
- **Nondiscrimination** – That collection and maintenance of data necessary to show compliance with the nondiscrimination provisions and [WIOA Section 188](#), as provided in the regulations implementing that section, will be completed;
- **Opportunity** – [Executive Order 12928](#) – Encouraged to provide subcontracting/subgranting opportunities to Historically Black Colleges and Universities and other Minority Institutions and to Small Businesses Owned and Controlled by Socially and Economically Disadvantaged Individuals;
- **Personally Identifiable Information (PII)** – [Training and Guidance Letter 39-11](#) – Must recognize and safeguard PII except where disclosure is allowed by prior written approval of the Grant Officer or by court order;
- **Publicity** – [Public Law 89-797, Title VII, Section. 701](#) – No funds shall be used for publicity or propaganda purposes, preparation or distribution or use of any kit, pamphlet, booklet, publication, radio, television, or film presentation designed to support or defeat legislation pending before the Congress or any state/local legislature or legislative body, except in presentation to the Congress or any state/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. Nor shall grant funds be used to pay the salary or expenses of any recipient or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations regulation, administrative action, or Executive Order proposed or pending before the Congress, or any state government, state legislature or local legislature body other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a state, local or tribal government in policymaking and administrative processes within the executive branch of that government;
- **Seat Belts** – [Executive Order 13043](#) – Increasing Seat Belt Use in the United States;
- **Text Messaging** – [Executive Order 13513](#) – Encouraged to adopt and enforce policies that ban text messaging while driving company-owned or rented vehicles while driving when on official Government business or when performing any work for or on behalf of the Government;
- **Trafficking of Persons** – [2 CFR 175.10](#) – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension – May not engage in severe forms of trafficking, procure a commercial sex act, or use forced labor in the performance of the award or subawards under the award;

- **Veteran Priority of Service** – [Public Law 107-288: Jobs for Veterans Act](#) – Priority of service for veterans (including veterans, eligible spouses, widows, and widowers of service members) in qualified job training programs;
- **Veterans** – [Public Law 112-56: Vow to Hire Heroes Act of 2011](#) – Establishes guidelines for service providers who are providing employment, training, academic, or rehabilitation services for military veterans;
- **Veterans** – That veterans will be afforded employment and training activities authorized in [WIA](#) and [WIOA](#) Section 134, and the activities authorized in [Chapters 41](#) and [42](#) of Title 38 US code, and in compliance with the veterans' priority established in the Jobs for Veterans Act. ([38 USC 4215](#)), U.S. Department of Labor, [Training and Employment Guidance Letter 5-03](#) and [Minnesota's Executive Order 06-02](#);
- **Voter Registration** – That the required voter registration procedures described in [Minnesota Statutes 201.162](#) are enacted without the use of federal funds;
- **Voter Registration** – [52 USC 20501 – 20511](#) – National Voter Registration Act of 1993.

18 Relocation Assistance

Grantee agrees to comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 ([Public Law 91-646](#)) which provides for fair and equitable treatment of persons displaced as a result of federal or federally assisted programs.

19 Sectarian Activities

Grantee agrees that program participants shall not be employed in the construction, operation, or maintenance of that part of any facility which is used for religious instruction or worship. Grantee further agrees that no direct financial assistance shall be expended for inherently religious activities, such as sectarian worship, instruction, or proselytization.

20 Drug Free Workplace

Grantee agrees to make a good faith effort to maintain a drug free workplace through implementation of the Drug-Free Workplace Act of 1988 ([Public Law 100-690, Section 5301](#)).

21 Right-to-Know

The Grantee will comply with the Minnesota Right-to-Know Act of 1983 ([Minnesota Rules Chapter 5206](#)).

22 Debarment and Suspension

The Grantee must not contract with vendors who are suspended or debarred as described in Minnesota Rules Part 1230.1150, Subpart 2, Item B, Subitem (1): "Any vendor debarred by the federal government, the state of Minnesota, or any of its departments, commissions, agencies, or political subdivisions, is automatically debarred by the division under the same terms and limits of the original debarment." Information about vendors debarred by the state of Minnesota may be found at <http://www.mmd.admin.state.mn.us/debarredreport.asp>.

Debarment and Suspension (Executive Order [12549](#)) – A contract award must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at [2 CFR 180](#) that implement Executive Order, “Debarment and Suspension.” [SAM Exclusions](#) contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

23 Lobbying Certification and Disclosure

Grantee shall comply with Interim Final Rule, New Restrictions on Lobbying, found in [Federal Register Vol. 55, No. 38, February 26, 1990](#), p. 6736, and any permanent rules that are adopted in place of the Interim Final Rule. The Interim Final Rule requires the Grantee to certify as to their lobbying activity. The Interim Final Rule implements [Section 1352 of Public Law 101-121](#), which generally prohibits recipients of Federal contracts, grants, and loans from using appropriated funds for lobbying the Executive or Legislative Branches of the Federal Government in connection with a specific contract, grant, or loan.

24 Operating Procedures/Policies

Grantee hereby acknowledges that it has read and understands the federal regulations located at: [Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards](#). Grantee further acknowledges that its supervisory personnel to be involved in the administration of the master grant contract agreement have read and understand said regulations. Grantee agrees to comply with the contents of the aforementioned regulations.

25 Repayment of Funds

The State reserves the right to offset any over-payment or disallowance of any item or items under this master grant contract agreement by reducing future payments requested by Grantee or to require a refund from Grantee.

26 Grantee Reports

Grantee agrees to provide the State with such progress reports, including, but not limited to, the following:

26.1 Expenditure and program income, including any profit earned, must be reported on an accrual basis.

26.2 Required Quarterly Program and Quarterly Narrative Reports as specified by federal or state law, statute, or rule.

26.3 Monthly Financial Status Reports (FSRs) or Reimbursement Payment Requests (RPRs) by the 20th of each month reporting expenditures for the previous month.

26.4 Information as may be deemed necessary to complete the Annual Report to the U.S. Department of Labor as described in the [Workforce Investment Act](#), Section 136(d) (1),(2).

26.5 Special reports as requested.

26.6 Use of the Management Information System (as described in 27 below).

26.7 Grantee shall also make such reports to the Governor, the Legislature, the Secretary of Labor, the Comptroller General of the United States, other Federal Entities, or the State as any of them may require.

The State shall withhold funding if reporting requirements are not met in a complete, accurate, and timely manner.

27 Management Information System

All Grantees must track participants and financial information using an approved management information system. Workforce One (WF1) is DEED's customary Case Management System and data must be submitted per the standards and time frames stipulated by the State. Grantees receiving funds under the Senior Community Service Employment Program will track participants with the "SCSEP Performance and Results QPR" system (SPARQ system), or its successor. The State shall withhold funding if data compliance requirements are not met in a complete, accurate, and timely manner.

28 Monitoring and Corrective Action

Grantee agrees to permit monitoring by the State to determine master grant contract agreement performance and compliance with master grant contract agreement provisions. Grantee further agrees to cooperate with the State in performing and completing such monitoring activities and Grantee agrees to implement and comply with such remedial action as is proposed by the State.

29 Interest/Program Income

Grantee shall be responsible for establishing and maintaining records identifying interest and/or investment income earned on advances of program funds. Income so earned shall be added to the existing funding of PSPs issued under this master grant contract agreement and may be used for any allowable grant expenditure.

30 Project Specific Plan Closeout

Grantee agrees to submit a final Financial Status Report (FSR) if they are on cash advance; or, a final Reimbursement Payment Request (RPR), if they are on a reimbursement basis. Grantee also agrees to submit a payment for the balance of any unspent and unobligated grant funds to the State within 45 days after the end of the term of master grant contract agreement or the Project Specific Plan. Accompanying the final FSR or the final RPR shall be a listing of any continuing liabilities on the grant, if applicable. Failure to submit a final FSR or a final RPR within this period may result in disallowance of payment for any expenditure not previously submitted. The Grantee agrees to submit a revised final FSR or a revised RPR to the State if any additional funds must be returned to the State after closeout of PSPs associated with this master grant contract agreement.

31 Payment Recoupment

Grantee must reimburse the State upon demand or the State may deduct future payments or reimbursements associated with PSPs executed under this master grant contract agreement in the following situations:

- 31.1 Any amounts received by the Grantee from the State for services which have been inaccurately reported or are found to be unsubstantiated;
- 31.2 Any amounts paid by the Grantee to a subgrantee not authorized in writing by the State;
- 31.3 Any amounts paid by the Grantee for services which either duplicate services covered by other specific grants or contracts, or amounts determined by the State as non-allowable under the Project Specific Plan;
- 31.4 Any amounts paid by the State for which the Grantee's books, records and other documents are not sufficient to clearly substantiate that those amounts were used by the Grantee to perform services in accordance with the Project Specific Plan; and
- 31.5 Any amount identified as a financial audit exception.

32 Job Vacancies

Grantee shall list any job vacancy in its personnel complement with MinnesotaWorks.net at www.minnesotaworks.net as soon as it occurs.

1. GRANTEE

City of Duluth Workforce Development

The Grantee certifies that the appropriate person(s) have executed the grant contract agreement on behalf of the Grantee as required by applicable articles, bylaws, resolutions, or ordinances.

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

2. STATE AGENCY

**Minnesota Department of Employment and
Economic Development (DEED)**

By: _____
(with delegated authority)

Title: _____

Date: _____