

STATE OF MINNESOTA
MASTER GRANT CONTRACT
State and/or Federal Master Grant Contract: DULUTH2016M

SC #109704

This Master Grant Contract is between the State of Minnesota, acting through the Department of Employment and Economic Development (DEED), Workforce Development Division (WDD) ("STATE") and City of Duluth Workforce Development, 402 West 1st Street, Duluth, MN 55802 ("GRANTEE").

Recitals

1. The STATE is in need of employment and training related services from the STATE Workforce Development Division for program participants.
2. Under Minn. Stat. § 116J.035; the Workforce Investment Act of 1998 (WIA), Public Law 105-220, 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; 116L.361 - 116L.366; 116L.56 – 116L.561; 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, 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 contract is issued in anticipation of receipt of funds by the STATE to be used for programs including but not limited to those listed below:
 - Workforce Investment Act of 1998 (WIA) and the Workforce Innovation and Opportunity Act (WIOA);
 - Workforce Development Fund Public Law 105-220, as amended; Minn. Stat. § 116L.20;
 - Youth Employment and Training Program (Minn. Stat. § 116L.56 – 116L.561);
 - Youthbuild Program (Minn. Stat. § 116L.361 to 116L.366);
 - Women and High-Wage, High-Demand, Nontraditional Jobs Grant Program (Minn. Stat. 116J.035)
 - 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; and
 - Displaced Homemakers (Minn. Stat. § 116L.96); and/or
 - 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 grant contract 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 this grant.

MASTER GRANT CONTRACT

1 Term of Grant Contract

- 1.1 **Effective date:** July 1, 2016 or the date the STATE obtains all required signatures under Minnesota Statutes § 16C.05, subdivision 2, whichever is later.
The GRANTEE must not begin work under this master grant contract until this contract is fully executed and the Grantee has been notified by the STATE's Authorized Representative to begin the work.
- 1.2 **Expiration date:** June 30, 2021 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 grant contract: 8. Liability; 9. State Audits; 10. Government Data Practices and Intellectual Property; 12. Publicity and Endorsement; 13. Governing Law, Jurisdiction, and Venue; and 15. Data Disclosure.

2 Grantee's Duties

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

Each fully executed Project Specific Plan issued under the authority of this master grant contract 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 and incorporated into this contract as **Exhibit A**.

The GRANTEE, who is not a state employee, may be requested to perform any of the services identified in the Project Specific Plans as they are added to this master grant contract.

3 Time

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

4 Consideration and Payment

4.1 **Consideration.** All services provided by the GRANTEE under this contract 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 the 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 of the contract, work plan and budget and /or legislative action. Release of funding under this master grant contract 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 are available for the period(s) indicated on the Notice of Grant Action ("NGA") which is attached and incorporated in to each Project Specific Plan, which may be for a shorter period than indicated in the term of this master grant contract 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 indicates allowable costs under this grant.

The STATE shall not reimburse the GRANTEE for any costs determined to be unallowable, as defined in Part II of the Department of Labor's 2011 One-Stop Comprehensive Financial Management Technical Assistance Guide, and any subsequent updates to these guidelines during the period of this grant contract, or the Uniform Guidance 2 CFR 200, as indicated, or part of the Terms and Conditions.

The STATE shall not reimburse GRANTEE for payments or liabilities to the Unemployment Compensation Fund 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 grant contract.

4.2. Payment

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 Request Form" and /or on a reimbursement form/basis. 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 under this grant contract shall be in amounts that minimize the time elapsing between the transfer of funds and disbursements in accordance with the STATE's "Grant/Subgrant Cash Management and Cash Request Policy" which is in Chapter 510 of the STATE's Policies and Procedures Manual and hereby are incorporated by reference and made a part hereof as Exhibit B.

5 Conditions of Payment

All services provided by the GRANTEE under this grant contract 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 Rick Caligiuri, Interim Director, Workforce Development Division, rick.caligiuri@state.mn.us or his 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 grant contract 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 grant contract. 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 at any time during this grant contract, the GRANTEE must immediately notify the STATE.

7 Assignment, Amendments, Waiver, and Grant Contract Complete

- 7.1 **Assignment.** The GRANTEE shall neither assign nor transfer any rights or obligations under this grant contract without the prior written consent of the STATE, approved by the same parties who executed and approved this grant contract, or their successors in office.
- 7.2 **Amendments.** Any amendments to this grant contract 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 grant contract, or their successors in office.
- 7.3 **Waiver.** If the STATE fails to enforce any provision of this grant contract, that failure does not waive the provision or the STATE's right to enforce it.
- 7.4 **Grant Contract Complete.** This grant contract contains all negotiations and agreements between the STATE and the GRANTEE. No other understanding regarding this grant contract, 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 grant contract 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 grant contract. 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 grant contract 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, "Grant/Subgrant Audit Requirements," which is in Chapter 509 of the STATE's Department's Policies and Procedures Manual is labeled **Exhibit B**, and is attached, in part, and incorporated into this contract. The GRANTEE acknowledges that this policy is attached as a reference only to state and federal guidelines, and the policy is subject to change.

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 grant contract or transaction 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 grant contract, 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 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 grant contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the GRANTEE under this grant contract. 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's response to the request shall comply with applicable law. See **Exhibit C**, which is attached and incorporated into the contract, for details.

10.2. **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 grant contract.

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

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 grant contract. Venue for all legal proceedings out of this grant contract, 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 grant contract 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 grant contract if the STATE finds that there has been a failure to comply with the provisions of this grant contract, 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 grant contract 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, etc. 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 contract 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 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 grant contract, subjecting GRANTEE to liability for all damages incurred by the STATE resulting from such breach.

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.

Other Provisions

16 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 (WDD) 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 grant contract, the GRANTEE shall comply with such amended laws, regulations or guidelines.

- 16.1 **Program Standards:** GRANTEE agrees to comply with OMB Circulars Numbers A-21, A-87, A-110, A-122, A-133, the OMB "Common Rule" (as codified at 29 CFR 97), ASMB C-10 (Implementation Guide for OMB Circular A-87), and/or Uniform Guidance 2 CFR 200 (for new funding since 12-26-2014), as these circulars are applicable and as they relate to the utilization of funds, the operation of programs and the maintenance of records, books, accounts and other documents as amended, and Chapter 509 of the STATE's Policies and Procedures Manual. Under the Cost Principles Circulars (A-21, A-87, or A-122), and/or Uniform Guidance 2 CFR 200 common or joint costs charged to grants must be based upon written cost allocation plans.
- 16.2 **Salary and Bonus Limitations:** In compliance with Public Law 109-234, 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.
- 16.3 **Assurances:** As a condition to the award of financial assistance from the Department of Labor under Title I of the Workforce Investment Act of 1998 (WIA), the Workforce Innovation and Opportunity Act, or any other STATE Workforce Development Employment and Training funds, the grant GRANTEE assures that it will comply fully with the nondiscrimination and equal opportunity provisions and other assurances of the following laws:

- **Accessibility** - 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, Section 8301-8303;
- **Data Sharing** – MN Access to Government Data, MN Duties of Responsible Authority; MN Access to Information; MN Administrative Rules Data Practices; DEED Policy – Data Practices;
- **Disability** - that there will be compliance with the Architectural Barriers Act of 1968, Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, and the Americans with Disabilities Act of 1990;
- **Drug-Free Workplace** – Drug-Free Workplace Act of 1988 – requires all organizations to maintain a drug-free workplace;
- **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) - Requires applying nondiscrimination provisions in the administration of programs and activities for all eligible individuals, including individuals with disabilities;
- **Nondiscrimination** - Section 188 of the Workforce Investment Act of 1998 (WIA) - Requires applying nondiscrimination provisions in the administration of programs and activities for all eligible individuals, including individuals with disabilities;
- **Nondiscrimination** - Title VI of the Civil Rights Act of 1964, as amended – Prohibits discrimination on the bases 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 - Requires applying nondiscrimination provisions, based on sex, in educational programs;
- **Nondiscrimination** - Title I (Employment) Americans with Disabilities Act (ADA) - Prohibits state and local governments, from discriminating against qualified individuals with disabilities in job application

procedures, hiring, firing, advancement, compensation, job training, and other terms, conditions, and privileges of employment;

- **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 on the basis of race, color, creed, religion, natural origin, sex, marital status (employment only), disability, status with regard to public assistance, sexual orientation, familial status (employment only), citizenship, or age (employment only), and local human rights commission activity (employment only);
- **Nondiscrimination** - that collection and maintenance of data necessary to show compliance with the nondiscrimination provisions of WIA 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;
- **Procurement** – Uniform Administrative Requirements – 2 CFR 200-317-36 – all procurement transactions to be conducted in a manner to provide, to the maximum extent practical, open and free competition;
- **Publicity** – 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;

- **Salary/Bonus** – Public Law 113-235, Division G, Title I, Section 105 – none of the funds appropriated under the heading “Employment and Training” shall be used by a recipient or sub-recipient of such funds to pay the salary and bonuses of an individual, either as direct costs or indirect costs, at a rate in excess of Executive Level II. Further clarification can be found in TEGL 5-06;
- **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 or GOV or while driving POV when on official Government business or when performing any work for or on behalf of the Government;
- **Trafficking of Persons** – 2 CFR 180 – 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;
- **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.

17 Purchase of Furniture and Equipment

Any purchase of non-expendable personal property that has a useful life of more than one year at a unit cost of \$5,000 or more must have prior written approval of the STATE.

18 Repayment of Funds

The STATE reserves the right to offset any over-payment or disallowance of any item or items under this grant contract by reducing future payments requested by GRANTEE.

19 Grantee Reports

GRANTEE agrees to provide the STATE with such progress reports, including, but not limited to, the following:

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

19.2 Monthly Financial Status Reports (FSRs) by the 20th of each month reporting expenditures for the previous month.

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

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

19.5 Required Quarterly Program and Quarterly Narrative Reports as specified by the requirements (i.e., due on the 10th day of the month following the end of the quarter for the Senior Community Services Employment Program, if applicable; and First Grant Quarterly Narrative Reports due 30 days after the quarter ends, if applicable).

19.6 Unserved applicant data as may be required by the Minnesota Youth Program, if applicable.

19.7 Special reports as requested.

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.

20 Monitoring and Corrective Action

GRANTEE agrees to permit monitoring by the STATE to determine grant contract performance and compliance with grant contract 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.

21 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.

22 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.

23 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).

24 Right-to-Know

The GRANTEE will comply with the Minnesota Right-to-Know Act of 1983 (Minnesota Rules Chapter 5206).

25 DOL TEGL Number 8-09 (and any future issuances)

The GRANTEE will comply with the federal DOL TEGL Number 8-09 which states that no federal and/or state funds can be awarded to the Association of Community Organizations to Reform Now (ACORN) or its subsidiaries. This prohibition applies not only to a direct recipient of federal and/or state funds, but also to a subrecipient (e.g. a subcontractor, subgrantee, or contractor of the grantee).

26 Job Vacancies

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

27 Management Information System

All GRANTEES must track participants and financial information using an approved management information system. (If applicable) GRANTEES receiving funds under this grant contract will track participants with the Workforce One (WF1) Case Management System. Data must be submitted per the standards and time frames agreed to by the STATE. (If applicable) GRANTEES receiving funds under the Senior Community Service Employment Program will track participants with the "SCSEP Performance and Results QPR" system (SPARQ2 system). The STATE shall withhold funding if data compliance requirements are not met in a complete, accurate and timely manner.

28 Voter Registration

GRANTEE shall provide non-partisan voter registration services and assistance, using forms provided by the

Secretary of State, to employees of GRANTEE, program participants and the public as required by Minnesota Statute §201.162.

29 Debarment and Suspension Certification

Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) 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 Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “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.

30 Lobbying Certification and Disclosure

The GRANTEE shall comply with Interim Final Rule, New Restrictions on Lobbying, found in Federal Register Vol. 55, No. 38, February 26, 1990, 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 319 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.

31 Operating Procedures/Policies

The GRANTEE hereby acknowledges that it has read and understands the documents located at: <http://mn.gov/deed/about/what-guides-us/governance/policy.jsp> or <https://apps.deed.state.mn.us/ddp/PolicyList.aspx> issued by the STATE entitled "Policy and Guidance." The GRANTEE further acknowledges that its supervisory personnel to be involved in the administration of the grant contract have read and understand said documents. The GRANTEE agrees to comply with the contents of the aforementioned documents.

32 Interest/Program Income

The 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 this grant contract and may be used for any allowable grant expenditure.

33 Grant Contract Closeout

The 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. The 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 Grant Contract 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 grant contract closeout.

34 Payment Recoupment (If applicable)

The GRANTEE must reimburse the STATE upon demand or the STATE may deduct from future payments under this grant contract the following:

- 34.1 Any amounts received by the GRANTEE from the STATE for services which have been inaccurately reported or are found to be unsubstantiated;
- 34.2 Any amounts paid by the GRANTEE to a subgrantee not authorized in writing by the STATE;
- 34.3 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;
- 34.4 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
- 34.5 Any amount identified as a financial audit exception.

1. GRANTEE

City of Duluth Workforce Development

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

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

2. STATE AGENCY

**Minnesota Dept. of Employment and
Economic Development**

By: _____
(with delegated authority)

Title: _____

Date: _____

