

STATE OF MINNESOTA

MASTER GRANT CONTRACT

State and/or Federal Master Grant Contract: **DULUTH2020M**

This Master Grant Contract is between the State of Minnesota, acting through the Department of Employment and Economic Development (DEED), Employment and Training Programs ("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 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](#), 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 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;
 - Displaced Homemakers (Minn. Stat. §116L.96); 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 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:** 4/1/2020 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:** 3/31/2025 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, 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 required grants management policies and procedures set forth through [Minn. Stat. 16B.97, Subd. 4\(a\)\(1\)](#). The GRANTEE will perform the duties outlined in Attachment 1, Work Plan, and will also adhere to Attachment 3, Terms and Conditions which are attached and incorporated into this grant contract. Any portion of the Work Plan that has been altered, modified, or otherwise changed must be approved by the STATE and shall be considered a modification and become attached and part of this Contract.

2.2 **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 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 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 into each Project Specific Plan (see **Exhibit A-1**). Periods may be shorter 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. The same is true regarding directives outlined in the Uniform Guidance located in 2 CFR 200, or as part of the Terms and Conditions of this Contract.

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 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 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 523 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 Marc Majors, Director, Employment and Training Programs Division, 332 Minnesota Street, Suite E200; St. Paul, MN 55101; marc.majors@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 Departments Policies and Procedures Manual, is labeled **Exhibit C**, 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 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, 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 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 D** which is attached and incorporated into this contract, for details.

10.2 **Intellectual Property Rights.** The GRANTEE represents and warrants that GRANTEE's intellectual property used in the performance of this grant contract 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 grant contract 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 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. 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 **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 grant contract, 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. 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 Conflict of Interest Policy for State Grant-Making](#). When a conflict of interest concerning State grant-making is suspected, disclosed, or discovered, transparency shall be the guiding principle in addressing it.

Organizational conflicts of interest occur when a:

- Grantee is unable or potentially unable to render impartial assistance or advice to the State due to competing duties or loyalties.
- Grantee's objectivity in carrying out the grant is or might be otherwise impaired due to competing duties or loyalties.
- Grantee has an unfair competitive advantage through being furnished unauthorized proprietary information or source selection information that is not available to all competitors.

Organizational conflicts include any individual associated with the Grantee.

Individual conflicts of interest occur when a:

- Grantee uses his/her status or position to obtain special advantage, benefit, or access to the Grantee's time, services, facilities, equipment, supplies, badge, uniform, prestige, or influence.
- State employee is an employee or board member of a Grantee that is an immediate family member of an owner, employee, or board member of the Grantee.

The STATE and the GRANTEE must act immediately upon any suggestion, inquiry, or intimation that an individual or organizational conflict of interest exists at any point in the grant process. Steps must be taken to identify and avoid or mitigate any potential conflicts. The conflict of interest guidelines continue throughout the life of the grant agreement.

The GRANTEE must complete and submit a Conflict of Interest Disclosure Form indicating whether or not a perceived, potential, or actual conflict of interest exists. If the GRANTEE identifies an actual, potential, or perceived conflict of interest on the form, the GRANTEE must identify and submit its conflict of interest avoidance or mitigation plan. The STATE will review the form and the GRANTEE's individual or organizational conflict of interest avoidance or mitigation plan and other relevant facts, if needed, to determine if an actual, potential, or perceived conflict of interest exists, as defined by policy or other relevant law. If it does, the STATE will pursue appropriate actions to mitigate, neutralize, or avoid the potential, perceived, or actual individual or organizational conflicts of interest. These may include, but not be limited to, termination of the grant agreement; disqualification from future State grant awards, if it is determined that GRANTEE improperly failed to disclose a known individual or organizational conflict of interest or misrepresented information regarding such conflict; revising the GRANTEE's duties so that the conflict is mitigated; allowing the GRANTEE to propose the exclusion of task areas that create a conflict, if appropriate; allowing the individual with the conflict to be removed from taking any actions in relation to the grant agreement.

In cases where a perceived, potential, or actual individual or organizational conflict of interest is suspected, disclosed, or discovered by the GRANTEE throughout the life of the grant agreement, they must immediately notify STATE for appropriate action steps to be taken, as defined above.

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 grant contract, the GRANTEE shall comply with such amended laws, regulations, or guidelines.

- 17.1 **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 (**Exhibit C**). 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.

- 17.2 **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](#).
- 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** – [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 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 State 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;
- **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** – [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 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.

18 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.

19 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 or to require a refund from GRANTEE.

20 Grantee Reports

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

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

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

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

20.4 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).

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

20.6 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.

21 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.

22 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.

23 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.

24 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](#)).

25 Right-to-Know

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

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. 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. GRANTEES receiving funds under the Senior Community Service Employment Program will track participants with the "SCSEP Performance and Results QPR" system (SPARQ2 system), or its successor. The STATE shall withhold funding if data compliance requirements are not met in a complete, accurate, and timely manner.

28 Debarment and Suspension Certification

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.

29 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.

30 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 grant contract have read and understand said regulations. GRANTEE agrees to comply with the contents of the aforementioned regulations.

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

32 Grant Contract 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 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.

33 Payment Recoupment

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

- 33.1 Any amounts received by the GRANTEE from the STATE for services which have been inaccurately reported or are found to be unsubstantiated;
- 33.2 Any amounts paid by the GRANTEE to a subgrantee not authorized in writing by the STATE;

- 33.3 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;
- 33.4 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
- 33.5 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: _____
Mayor

Date: _____

By: _____
City Clerk

Date: _____

By: _____
Auditor

Date: _____

By: _____
City Attorney

Date: _____

By: _____
Director, Workforce Development

Date: _____

2. STATE AGENCY

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

By: _____
(with delegated authority)

Title: _____

Date: _____

EXHIBIT A
STATE OF MINNESOTA
PROJECT SPECIFIC PLAN
ORIGINAL

Master Contract #:
Term of Master Contract:
Master Contract Supplier #:
Contract ID #:

GRANTOR / STATE	GRANTEE
Employment and Training Programs Division MN Department of Employment and Economic Development 1 st National Bank Building 332 Minnesota Street – Suite E200 Saint Paul, MN 55101-1351	[Organization Legal Name] [Street Address] [City, State, Zip]
GRANT MANAGER CONTACT	GRANTEE CONTACT
Name and Title: Phone: Email:	Name and Title: Phone: Email:

Required Attachments: Attachment 1: Work Plan
Attachment 2: Budget
Attachment 3: Terms and Conditions

COMPLETED BY DEED:

Program Name:			
Start Date ¹ :		SWIFT Contract ID:	
End Date:		SWIFT PO Number:	
Amount:		SWIFT Vendor Number + Location	
Match / Leverage Required:	<input type="checkbox"/> Yes <input type="checkbox"/> No	Procure-It Number:	
		NGA Number:	
AFS Signature:		Encumbrance Date:	

SUBMITTED BY GRANTEE:

I certify that the information contained in the attached Work Plan and Budget, labeled attachment 1 and Attachment 2 respectively, is true and accurate to the best of my knowledge and that I am authorized to submit this Project Specific Plan on behalf of the Grantee.	
Signature:	Date:

Printed Name and Title of Authorized Representative:

APPROVED BY (GRANTOR / STATE)

I have reviewed and approved the attached Project Specific Plan which is referenced in and incorporated as an amendment to the Master Grant Contract indicated herein.	
Signature:	Date:

Printed Name and Title of Authorized Representative: Marc Majors, Director, Employment and Training Programs (ETP) Division

¹ Or the date the State obtains all required signatures under [Minn. Stat. §16B.98](#), Subd. 5, whichever is later.

Indirect Cost Rate

FSR/CAPR OR RPR

Exhibit A-1

NGA # 20-

SAMPLE
Notice of Grant Action (NGA)

Minnesota Department of Employment and Economic Development
Master Grant Agreement #XXXXXXXXXXM
Effective Master Grant Agreement Date: XXXX XX, 20XX- XXXX XX, 20XX
SC #XXXXXX
DUNS #: XXXXXXXXX

GRANTEE: GRANTOR-STATE: MN Dept of Employment and Economic Development
Employment & Training Programs (ETP) Division
1st National Bank Building
332 Minnesota Street, Suite E200
Saint Paul, MN 55101-1351

FUNDING SUMMARY

Title ID/Name		Performance Period	Grant ID #	Prior Level	Obligation with this Action	New Level	Total Award/Amount	CFDA #	CFDA Name	NGA #	SWIFT P.O. #	SWIFT Contract ID
<u>FEDERAL</u>												
<u>STATE</u>												
TOTAL				\$0.00	\$0.00	\$0.00	\$0.00					

APPROVED BY:

DATE ISSUED:

Director
Employment & Training Programs (ETP) Division

The approved Project Specific Plan, along with this NGA, and attached workplan and budget are releasing funding under the XXXXXXXXXM State/Federal Master Grant Agreement with DEED.
See Attachment 3 for DEED's Contacts and Additional Terms and Conditions.
FSR = Financial Status Report/ CAPR = Cash Advance Payment Request
For questions, contact JoAnne Beaudry at 651-259-7577 or joanne.beaudry@state.mn.us

Attachment 1

INSERT WORK PLAN

Attachment 2

INSERT BUDGET

Attachment 3

INSERT TERMS & CONDITIONS

EXHIBIT B

PPM 523 | Grant/Sub-grant Cash Management and Cash Request

Introduction

The purpose of this policy is to provide a clear and consistent process for determining how cash payments shall be made to DEED grantees or their sub-grantees. The method and schedule of payments for each grant and sub-grant shall always be specified in the grant agreement, or any amendments.

In accordance with [PPM 521 – Grant-Making](#), before a grant is awarded and the budget and work plan approved, the financial stability or health of a non-governmental organization (NGO) must be established.

Scope

This policy applies to cash management processes at DEED for competitive, legislatively mandated, formula, single and sole source grants, and sub-grants; and to the DEED employees that administer the grants, grant payments, or cash management. The policy does not apply to general obligation (GO) bonding and capital project grants to political subdivisions, nor to grants in which payment terms are statutorily defined by the legislation.

Policy

DEED will follow all state policies and federal regulations regarding grant and sub-grant cash management and cash requests, and will ensure that all of its grants contain language that conforms to those policies or regulations.

Conditions of Cash Management/Payment

DEED will follow both federal regulations regarding grant and sub-grant cash management as set out in the Code of Federal Regulations, Title 2, §200.305, and the current policies of the Office of Grants Management (OGM) ([Grants Management Policies, Statutes and Forms](#)). Organizations receiving grant funds must be financially stable enough to fulfill the objectives and work plan of the grant. An

organization, even if legislatively-named, must be subjected to financial review prior to an executed grant agreement.

No payments to grantees or sub-grantees will be made until:

- If applicable, DEED has successfully completed a financial review or assessment of the grantee or sub-grantees' financial stability or health.
- The grantee or sub-grantee has supplied a budget and work plan and those documents have been approved by DEED.
- DEED has encumbered the grant funds.
- The authorized representatives of all parties to the grant agreement or their successors have fully executed the grant agreement.
- If applicable, requests for cash advance are considered and recommended for approval or disapproval by the Internal Auditor and formally approved or disapproved by the Chief Financial Officer (CFO).

Payments to existing grantees will also be contingent on the following:

- Progress reports submitted on time, unless DEED has given the grantee a written extension ([OGM Policy 08-09](#)); and
- Successful monitoring visits and satisfactory financial review of grantee's expenditures, and when conducted, satisfactory full financial reconciliation of grantees' expenditures.

Grantees must send names of employees who are authorized by the entity to request or draw cash grant funds in writing to the DEED CFO using the [Authorized Signature Form for Cash Requests](#). If a cash request is not submitted by an authorized representative, it will be returned to the grantee for revision and resubmission by an authorized representative.

Reimbursement

The preferred and standard method for payment of grant funds is by cost reimbursement.

To request reimbursement, the grantee must complete a [Reimbursement Payment Request](#) (RPR) and submit it, with authorized signature(s) and supporting documentation, to DEED's authorized representative (or his/her successor) according to the schedule set forth by DEED's authorized representative.

Upon receipt, the State's authorized representative named in the grant agreement (or his/her successor) shall:

- review each RPR against the line items in the approved grant budget (e.g. personnel costs, indirect costs, equipment costs), grant expenditures to-date, and the latest grant progress report before approving payment;
- ensure that all expenditures are allowable expenses within the terms and conditions of the grant, state policies, and federal regulations; **and**
- reconcile at least a sampling of source documentation with the RPR before approving payment. Source documentation can include any new or amended contracts, agreements, or memorandums of understanding; detailed receipts or invoices; payroll records; and

documentation, such as quotes or bids and purchase requests, demonstrating the grantee, sub-grantee, or sub-recipient followed its purchasing policy.

Once the State's authorized representative (or his/her successor or designee), approves the expenses and cost reimbursement, s/he should submit the RPR and accompanying documentation to Administrative and Financial Services (AFS) for grant payment (cost reimbursement).

To ensure adequate cash flow management and cash balances of the grantee or sub-grantee, it is DEED's obligation to ensure prompt payment upon receipt of the RPR. Typically, this would be no later than 3 business days. DEED reserves the right to offset overpayments and disallowances by reducing the cash payment requested on any grant or sub-grant RPR.

Any changes in budget (budget modification) must be approved by DEED and a grant agreement amendment fully executed prior to the grantee or sub-grantee incurring the expense and requesting reimbursement.

Unless otherwise specified in the grant agreement, the final yearly request for reimbursement must be submitted by the grantee no later than 20 calendar days after the end date of the grant to ensure timely yearend closeout and reporting of the grant.

Cash Advances

Before making an advance grant payment, DEED must be confident that the grantee will be able to account for the grant funds and abide by the terms of the grant agreement. This review will be based on any history of the organization's past behavior as a grantee for DEED or another state, federal, or local governmental agency; the evaluation of recent financial review or statements as required by OGM Policies 08-06 and 08-13 if the grant amount is above \$25,000; and the information contained on their application for a cash advance.

Applying to Receive Cash Advances

In order to be considered for a cash advance, the grantee must mail or email a signed [Application for Financial Advance](#) (AFA) to DEED program staff administering the grant. The [AFA](#) defines the timing and frequency of the cash advance request based on the NGOs financial hardship and cash flow management needs. Program staff should then forward the AFA and required attachments to DEED's [Internal Auditor](#), who will recommend the application for approval or rejection, and route the request to the Chief Financial Officer for final approval.

In order to receive approval for a cash advance, the grantee must also:

- Maintain written procedures outlining the cash management principles, policies, processes, and procedures they will use to manage those cash advances. If the grantee cannot show that they have policies and procedures, and a financial management system that can ensure efficient and controlled use of the advance payment to cover the costs of the program, then the advance payment process is not appropriate.
- Have cash management processes, procedures, methods, and systems that minimize the length of time elapsing between award of the advance (transfer of funds) and documentation of its

disbursement by the grantee or sub-grantee. The timing and amount of the advance payments received must be as close as administratively feasible to the actual disbursements by the grantee of all allowable program and project costs and must report cash activity to DEED. The grantee must also impose a similar system of cash management for their sub-grantees.

- Demonstrate that they would experience a financial hardship if a cash advance is not available. An example of financial hardship may be inadequate cash flow to timely meet operational obligations such as two-week payroll, (wages, fringe benefits, insurance, etc.), space rental, one-time equipment purchases, other one-time start-up costs, deficit in unrestricted net assets, or an inability to meet other obligations without an advance payment.

If an entity has financial stability, but lacks sufficient working capital because of recent entry onto the grant field, DEED may provide cash on a working capital advance basis. (See §200.305(1) of the Code of Federal Regulations.)

For one-time advances, the amount will be calculated using a standard advance payment formula, e.g. original contract amount divided by the total number of weeks in the grant period. Once the cash advance payment has been satisfied and fully reconciled, the grantee shall revert to the cost reimbursement methodology for grant reimbursements for the remainder of the grant availability period.

Requesting Cash Advance Payments

Once the grantee has been approved to receive cash advances, the grantee may request a cash advance by completing a [Cash Advance Payment Request \(CAPR\)](#) and emailing the completed form, with authorized signature(s), to DEED program staff in charge of administering the grant. The grantee may complete this form with the frequency required by their cash flow management and cash balances. Drawdowns should be timed so that receipt of cash by the grantee coincides with the grantee's mailing of checks to payees.

Program staff will verify the signatures and request before sending it on to AFS at DEED.grantpayments@state.mn.us for payment. It is the obligation of DEED to ensure prompt payment upon receipt of the CAPR; prompt payment is normally within one business day of the email being received in AFS Accounts Payable.

A grantee who has received a cash advance must document the cash management of the advance by completing the [Financial Status Report \(FSR\)](#) according to the schedule set forth by DEED's authorized representative and emailing a signed copy and supporting documentation to DEED's authorized representative. DEED's authorized representative or her/his successor shall:

- review the FSR against the line items in the approved grant budget (e.g. personnel costs, indirect costs, equipment costs), grant expenditures to-date, cash on hand, program income, and the latest grant progress report.
- ensure expenditures are allowable expenses within the terms and conditions of the grant, state policies, and federal regulations; **and**
- reconcile at least a sampling of source documentation with the FSR. Source documentation can include any new or amended contracts, agreements, or memorandums of understanding; detailed receipts or invoices; payroll records; and documentation, such as quotes or bids and purchase requests, demonstrating the grantee, sub-grantee, or sub-recipient followed its purchasing policy.

DEED reserves the right to offset overpayments and disallowances on the FSR by reducing a subsequent CAPR.

Grantees must impose a similar system of cash management for their sub-grantees, if any.

Use of Electronic Signatures

Minnesota Department of Administration, Office of Grants Management policy number 08-04 and Minnesota Statute 325L.07 encourages authorized representatives of grant agreements to use electronic signatures. If an authorized representative chooses to use the electronic signature for grant payment requests, fulfillment of the electronic signature will be accepted by attaching the necessary cash request form to an email along with the following statement:

"By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements, and cash receipts are for the purposes and objectives set forth in the terms and conditions of the grant award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812). By submitting this payment request via email, I affirm that I am authorized to provide approval of this request."

The request will be compared to the authorized signatories on file for that organization before payment is made.

Without an electronic signature from an authorized representative and the above statement included in the body of the email, the payment request with the electronic signature will be declined.

Sub-grants

A grantee must include DEED's cash management requirements in grant agreements with all sub-grantees and all additional tiers of sub-grantees. All of the above provisions apply to any sub-grantees and applicable language must be included in the grantee/sub-grantee agreement.

Enforcement Options or Legal Remedies

Omission of any material fact, or the inclusion of false, fictitious, or fraudulent information on the *Reimbursement Payment Request* or the *Financial Status Report*, or use of grant funds outside the specifications of the grant contract, will not be tolerated.

There are several enforcement options or legal remedies available once a grant is awarded. These include, but are not limited to:

- Suspension or temporary withholding of award payments pending correction of the deficiency
- Withholding of future awards

- Disallowance of all or part of the cost of the activity or action not in compliance. DEED reserves the right to offset overpayments and disallowances by reducing cash payments on any DEED grant.
- Requiring repayment of costs if costs are questioned or unallowable costs are submitted for payment
- Termination of all or part of the award (opportunity for hearing)
- Recommendation to suspend or debar entity
- Any other available legal remedies.

As directed by the Commissioner of Administration, the Office of Grants Management serves as the central point of contact for questions and comments about fraud and waste in state grants and about the violation of statewide grant policies. DEED's legal counsel also is available to assist with determinations of fraud and waste or violations and identifying action steps required given the specifics of the situation.

Authoritative References

Minnesota Office of Grants Management

- [Policy 08-02: Rating Criteria for Competitive Grant Review \(PDF\)](#)
- [Policy 08-04: Use of Grant Agreements](#)
- [Policy 08-06: Financial Review of Nongovernmental Organizations \(PDF\)](#)
- [Policy 08-08: Grant Payments \(PDF\)](#)
- [Policy 08-09: Grant Progress Reports \(PDF\)](#)
- [Policy 08-10: Grant Monitoring \(PDF\)](#)
- [Policy 08-11: Legislatively Mandated Grants \(PDF\)](#)

Code of Federal Regulations

[Title 2, subtitle A, chapter 11, Part 200](#) --- Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

Forms

- [Application for Financial Advance](#)
- [Authorized Signature Form for Cash Requests](#)
- [Cash Advance Payment Request \(CAPR\)](#)
- [Financial Status Report \(FSR\)](#)

[Pre-Award Risk Assessment](#)

PPM 509 | Grant/Subgrant Audits

Introduction

The Minnesota Department of Employment and Economic Development (DEED) has adopted the audit requirements explained in this chapter. Grantees must in turn use these requirements for their subgrantees. NOTE: See [Definitions](#) for more information.

This chapter implements the Single Audit Act Amendments of 1996, the Office of Management and Budget (OMB) Circular A-133 as amended, and Minnesota Statute §309.53.

Policy

DEED grantees must be audited by the Office of the State Auditor or by independent certified public accountants (CPAs) as described in this policy.

Responsibilities

Division directors, as necessary, should review and/or approve DEED and grantee audit recommendations and develop corrective action plans to audit findings, with assistance from Administrative Financial Services (AFS). AFS will do the following:

- Provide auditing advice, technical and monitoring assistance, and audit resolution services as needed;
 - Coordinate audit activities with program managers, grantees, and auditing firms;
 - Provide financial information requested by auditors or grantees; and,
 - If necessary, prepare corrective action plans to implement DEED and/or grantee audit recommendations for approval of a division director.
-

Grant Agreement Audit Language

DEED outlines its audit requirements in grant agreements with grantees. This may be accomplished by one of these methods:

- The sample "Grant Audit Requirements" language, shown below, may be copied in its entirety or modified to fit program needs, and included in the grant agreement, a grant agreement attachment, or a program operating manual; or
- Language citing the relevant federal requirements may be referenced within grant agreements.

Existing grant agreements that do not contain similar language should be amended. The terminology should be consistent with other grant agreement language. All additional tiers of subgrantees are subject to the audit requirements outlined in this policy.

August 1, 2012

**GRANT AUDIT REQUIREMENTS
FEDERAL AND STATE ASSISTANCE GRANTS**

- A. Grantees receiving federal assistance (in federal OMB Circular language, known as subrecipients) from the State of Minnesota must comply with the Single Audit Act Amendments of 1996 and OMB Circular A-133 "Audits of States, Local Governments, and Nonprofit Organizations," as amended.
 1. Audit requirements for state funds: In accordance with M.S. § 309.53 subd. 3, grantees with annual fiscal year revenues exceeding \$750,000 are required to have an annual financial statement audit per generally accepted auditing standards. State statute may be altered at any time. DEED will follow the most current standards and thresholds as indicated by statute.
 2. Audit requirements for federal funds (OMB A-133, as amended):
 - a. Audit required. Non-Federal entities that expend \$500,000 or more a year in Federal awards shall have a single or program-specific audit conducted for that year in accordance with the provisions of this part. Guidance on determining Federal awards expended is provided in § __.205.
 - b. Single audit. Non-Federal entities that expend \$500,000 or more a year in Federal awards shall have a single audit conducted in accordance with § __.500 except when they elect to have a program-specific audit conducted in accordance with paragraph (c) of this section.
 - c. Program-specific audit election. When an auditee expends Federal awards under only one Federal program (excluding R&D) and the Federal program's laws, regulations, or grant agreements do not require a financial statement audit of the auditee, the auditee may elect to have a program-specific audit conducted in accordance with § __.235. A program-specific audit may not be elected for R&D unless all expenditures are for Federal awards received from the same Federal agency, or the same Federal agency and the same pass-through entity, and that Federal agency, or pass-through entity in the case of a subrecipient, approves in advance a program-specific audit.
 - d. Exemption when Federal awards expended are less than \$500,000. Non-Federal entities that expend less than \$500,000 a year in Federal awards are exempt from Federal audit requirements for that year, except as noted in § __.215(a), but records must be available for review or audit by appropriate officials of the Federal or state agency, pass-through entity, and General Accounting Office (GAO).
 - e. The audit standards and thresholds for Federal awards may be altered by OMB at any time. DEED will follow the most current standards and thresholds as adopted by the OMB for Federal awards.
 3. The grantee agrees that the federal agency, the General Accounting Office, the grantor, the legislative auditor, the state auditor, and any independent auditor designated by the

grantor, must have such access to grantee's records and financial statements as may be necessary for the grantor to comply with the Single Audit Act Amendments, OMB Circular A-133, and these requirements as applicable.

4. For profit grantees and subgrantees. Since A2 above does not apply to for profits, grantees must monitor their subgrantees through a compliance audit by one or more of the following: a) pre-award audits or surveys; b) monitoring during the contract; and/or c) post award audits as defined by DEED.

B. DEED requires the following:

1. Federally funded performance based contracts are included in the definition of federal assistance.
2. Grantees must repay DEED disallowed costs in cash from non-DEED sources (state or federal) or as stated in the grant agreement.
3. Grantees must also submit comments on the findings and recommendations in the single audit report **AND management letter**, including a plan for corrective action taken or planned, and comments on the status of corrective action taken on prior findings.
4. Grantees that have a financial audit must also submit any management letter issued by their CPA firm and a written response to the items addressed in the letter.
5. Grantees (and all tiers of subgrantees except OJT contractors) must use the federal OMB Circulars [A21](#), [A87](#), [A110](#), [A122](#), Common Rule and others as applicable (including modifications) in the administration of all DEED federal and/or state funded grants.
General modifications in the circulars:
 - DEED stands in the place of the federal agency in the language of the circulars.
 - Grantees may use their own rules and procedures if they meet the above standards or are more restrictive.
 - Where choices are available, the grant agreement must clearly indicate the required choice (i.e., program income treatment).
 - Grantees' code of ethics must include real, apparent, or potential conflicts of interest regarding procurement and other matters.
6. Certain DEED grantees are required to have limited scope compliance audits performed (requirements are separately transmitted) per generally accepted auditing standards, such as:
 - The Extended Employment Program, or
 - Grantees that are requested by DEED to have such an audit conducted.
7. Grantees of both federal and state funds must have a written cost allocation plan that clearly explains how joint costs are to be charged to each program that the organization operates, or a federally approved indirect cost rate.

C. DEED requires that the audit report contain, in the notes to the financial statements:

1. A brief summary of the methods used to allocate joint costs or a statement that the agency has a federally approved indirect cost rate.
2. A list of all organizations to which the grantee subgranted \$25,000 or more in DEED state or pass-through federal funds or a note that no DEED funds are subgranted.

D. DEED requires that auditors:

1. Make sure that subgrantee audit reports are being obtained and adequately reviewed.
2. Review cash management for both state and federal grants. Federal cash management guidelines also apply to state funds. Violations must be disclosed in the audit report.

3. Ensure that all **material related party transactions** are disclosed in the notes to the financial statements. This includes separate entities if a grantee's staff or board member has a financial interest in the entity, if a staff or board member of the grantee is on the board of the separate entity, or if a staff or board member of the grantee is actively involved in the daily operations of the entity, e.g., related party ownership of buildings, equipment, services, etc.
- E. Annual reports must be submitted:
1. For A-133 Audits (including financial statement audits that accompany the A-133 audits):
 - a. A paper or electronic copy of the single audit reporting package, as defined in A-133 section 320 (c), financial statement audits **and management letter (with responses)** must be submitted by the auditor and received by DEED. The audits must be received within the required time frame prescribed by the current federal statute, policy, or regulation. The current requirement is nine months. In addition, when requested by DEED, grantees must provide copies of all audits conducted even though the audits were not required.
 - b. A copy of the reporting package must be filed by the auditor with the Office of the State Auditor (OSA) Single Audit Division, 555 Park Street, St. Paul, Minnesota 55103, within the required time frame.
 - c. A copy of the reporting package must be sent within 30 days after issuance to: Federal Audit Clearinghouse, Bureau of the Census, Data Preparation Division, 1201 East 10th Street, Jeffersonville, Indiana 47132.
 2. For Financial Statement Audits Only (A-133 audit not required). A paper or electronic copy of the financial statement audits **and management letter (with responses)** must be submitted by the auditor and received by DEED within the required time frame prescribed by the current applicable statute, policy, or regulation. The current time frame is six and one-half months. In addition, when requested by DEED, grantees must provide copies of all audits conducted even though the audits were not required.
- F. DEED grantees who then in turn subgrant DEED funds, and all additional tiers of subgrantees, must do the following:
1. Require their subgrantees to follow the audit requirements in this document. When requested by AFS or program staff, grantees must provide copies of all audits conducted even though the audits were not required.
 2. Establish a subgrantee audit resolution, debt collection and monitoring system.
- G. Allegations of fraud and abuse, and investigations initiated and completed by the grantee and its subgrantees, must be immediately reported, and a written report sent, to the DEED Program Director and to AFS.
- H. DEED has oversight responsibilities for employment and training activity of MFIP (TANF) programs even though the funds originally come through the Minnesota Department of Human Services. DEED is concerned about all levels of subgranted funds. By law, these grants/contracts must be operated on a cost basis. If any fund balances have accumulated, that information should be disclosed in the footnotes, the financial statements, or as supplementary information of the audit report.
- I. Questions on the above requirements may be directed to Keith Deckert (Keith.Deckert@state.mn.us).
-

Audit Resolution

Determining the Audit Universe

To determine grantees which are required to submit audits and establish audit resolution priorities based on funding level, the amount of funds granted to DEED grantees must be identified during each calendar year. Each year, AFS obtains a list of all DEED payments to grantees. AFS maintains an audit database for tracking and monitoring and makes the database available to program directors upon request.

Monitoring and Ensuring Timely Receipt of Audits

DEED requires that A-133 audits and financial statement-only audits are received within the required time frame currently prescribed by the applicable federal or state statute, policy, or regulation after the grantee's fiscal year end. Audits are monitored to ensure they are processed within the required time frame.

AFS Program Staff will:

1. Determine monthly which grantee audit reports are due within 30 days and have not yet been received. Send reminder letters encouraging early submission.
2. If a grantee misses the deadline, send a reminder letter to the grantee. Allow 30 days for a response.
3. When an audit is 60-days late, send a letter to the grantee board chairperson stating that cash payments may be withheld if the audit is not received within 30 days. Send a copy to the program director.
4. Contact the program director to discuss further actions. Work with the grantee, providing technical assistance to meet the requirements.
5. If necessary, notify the subgrantee accountant to stop payments and recommend to the director that an alternative source for program delivery may be needed. When audit is received, ask for payments to be resumed.

Reviewing and Resolving Audits

In general, grantees should rely on their CPA auditing firms for technical-audit advice. If grantees disagree with audit findings, they should try to resolve the issue during the audit or at the audit-exit conference before the final report is issued. However, grantees may ask for technical advice from DEED during this process. Below is the review/resolution process when AFS receives an audit. It may be used as a guide for other audit resolutions.

AFS will:

1. Within ten days of receipt, send a copy of the audit report to program staff. Complete a review of the federal schedule of awards for the audit-resolution checklist as required.
2. Coordinate with program staff cross-cutting issues and an audit-resolution response that describes whether the audit is satisfactory (including whether all reports required by point E.1 in "Grant Agreement Audit Language" are included). It may include a request for repayment or a closing letter to the grantee board chairman. Care should be taken so that cross-cutting issues are addressed when DEED is the cognizant agency.
3. Send the audit resolution response to the grantee, with copies to the program director. Allow 30 days for a response; if the audit is satisfactory, no response is required.

Grantee will:

1. Respond in writing within 30 days to an audit resolution letter where a response is requested. Provide the following: a) documentation to support questioned costs and/or; b) proposed corrective action steps and dates for implementation; and/or, c) a corrected copy of the final FSR (Financial Status Report) with a refund to DEED.

AFS/Program Staff will:

1. Evaluate grantee responses according to the criteria shown in the section "Resolution of Questioned Costs Criteria." If the audit resolution remains unsatisfactory, issue an interim determination after consulting with the program director and the Chief Financial Officer. Allow an additional 30 days for correspondence with the grantee; grantee may request an informal meeting to review facts.
2. Issue a final determination letter within 180 days after receipt of audit. If grantee does not respond, follow monitoring steps in "Monitoring and Ensuring Timely Receipt of Audits."

NOTE: Grantees must repay DEED disallowed costs (see the sections "Repaying Non-WIA State or Federal Funds" and "Repaying WIA Funds"). A final determination letter starts the debt collection process (see "Debt Collection"). Grantees may file a grievance according to program requirements.

Resolution of Questioned Costs Criteria

Costs are allowable when they are reasonable and necessary to accomplish the grant objectives and conform to limitations established by the grant agreement and state/federal laws and regulations. The points below should be considered when resolving a questioned cost:

1. The nature of the cost, and whether it can be justified in terms of what was necessary for the program;
2. Whether adequate guidance was available to the grantee at the time the questioned cost was incurred;
3. The actions taken by the grantee to correct the problem and to prevent similar occurrences in the future;
4. If costs were questioned due to inadequate supporting documentation, whether the grantee can reconstruct the required documentation and take steps to ensure adequate documentation for future grants;
5. Whether work plan, special conditions, and budget violations are justified (the grantee's response must fully justify the action taken as a program necessity and identify the procedures that have been initiated to prevent subsequent recurrence);
6. If the costs resulted from the grantee's failure to correct faults in its accounting system which had been brought to its attention in previous audits, these costs will be recovered; and,
7. For WIA funds, stand-in costs may be allowed per 20 CFR, Subpart C, 667.300(2).

Where costs are unsupported, the grantee must reconstruct adequate documentation by getting an invoice from the vendor, signed affidavits from employees on travel or other personal services, and/or proper approvals by agency officials where costs are unbudgeted.

If the grantor decides the response is not adequate for allowing the costs, the grantee will receive written notice of the final debt. Grantees may submit a formal written appeal within 30 days of the final debt notification. Appeals based on submission of new evidence will be considered by the grantor; new

material, information, or documentation may allow a change in the previous determination. Appeals questioning regulations or statutes **will not be considered**.

The appeal must be in writing and contain a clear statement of the issues to be considered in the appeal. A cash restitution will be required for amounts disallowed because of reckless misuse of funds, failure to institute ordinary and prudent fiscal control, and/or disallowances as a result of statutory limitations.

Debt Collection

A debt is established when DEED determines, and/or the grantee acknowledges, the amount of misspent funds discovered through auditing, monitoring, close-outs, reports, or other investigation. DEED will aggressively pursue collection of debts if the grantee does not voluntarily repay them.

Pursuing Debt Repayment

When issuing a final determination or if the grantee will not acknowledge or repay the debt, AFS will write a "demand for repayment" letter that will include the following.

1. The nature and amount of debt.
2. The date by which repayment must be made.
3. A statement that interest will begin to accrue on the debt 30 days from the date of notice at the rate prescribed by the U.S. Treasury for federal funds and the Minnesota Department of Revenue for state funds.
4. A statement that if the grantee appeals this decision, repayment may be delayed until an appeal decision is made. However, if the grantee loses the appeal, the principal plus accrued interest from the designated repayment date must be paid in full.
5. Notice that DEED may use one of these options:
 - Terminate some or all financial grants with the grantee
 - Impose sanctions according to program requirements
 - Ask the Minnesota Attorney General's Office for assistance with appropriate legal action
 - Use administrative offset to collect debts; reimbursement due to the grantee may be used to offset the debt
 - Require cash repayment
 - Allow use of stand-in costs, or
 - Refer unpaid debt to the Minnesota Department of Revenue for collection.

If the grantee does not respond, AFS will consult with the appropriate program staff to exercise one of the options above. The sanction(s) will continue until the required action has been completed.

Repaying State or Federal Funds

Grantees must repay DEED disallowed costs in cash from non-DEED sources (state or federal) or as stated in the grant agreement. Repayment of non-WIA (Workforce Investment Act) funds must be paid in full (there are more specific requirements for repaying WIA funds in Section 184 of the Act). However, in cases of demonstrated hardship, DEED and the grantee may develop an installment plan.

A grantee's letter of transmittal accompanying repayment to DEED must include the grantee's name, grant numbers, program title, year to which repayment applies, and a revised FSR. When the grantee cash is received, AFS will take appropriate action to fulfill funding source requirements.

Repaying WIA Funds

Workforce Investment Act (WIA) debts that are due to the conditions cited below must be repaid with non-federal funds to DEED, which will in turn send the payments to the US Department of Labor (DOL):

1. "Willful disregard of the requirements of the Act, gross negligence, or failure to observe accepted standards of administration," under Section 184(d) (1) of the Act; or
2. "Incidents of fraud, malfeasance, misapplication of funds" or other serious violations defined in TEGL (Training and Employment Guidance Letter) No. 6-84; or
3. "Illegal acts or irregularities" which are required to be reported.

WIA debts will be paid per *Section 184, Fiscal Controls; Sanctions* of the Act; and *Part 667, Administrative Provisions under Title I of the Workforce Investment Act, Subparts E, F, and G* of the Rules and Regulations (see the Workforce Investment Act and WIA final regulations).

EXHIBIT D

- 1) Minnesota Government Data Practices Act: Compliance Checklist
- 2)
 - a) The Tennesen Warning Notice
 - b) Sample Tennesen Warning Notice


[Home](#) > [Access to Information](#) > Tennesen Warning Notice

Tennesen Warning Notice

What is a Tennesen warning notice and when is it required?

When a government entity collects private/confidential data from an individual about that individual, the entity must give him/her a Tennesen warning notice (see Minnesota Statutes, [section 13.04, subdivision 2](#)). The purpose of the notice is to enable an individual to make an informed decision about whether to give data about her/himself to the government entity. A government entity may not collect data on individuals unless the collection is necessary to carry out its duties under a program specifically authorized by the legislature or local governing body or mandated by the federal government (see Minnesota Statutes, [section 13.05, subdivision 3](#)).

When does a government entity not have to give a Tennesen warning notice?

- The individual volunteers the data, the entity didn't ask for it
- The data are not about the individual being asked
- The data about the individual are public
- The individual is asked to provide criminal investigative data to a law enforcement officer under Minnesota Statutes, section 13.82

What must a government entity include in the Tennesen warning notice?

- The purpose and intended use of the data, i.e., why the government entity is collecting the data from the individual, and how it plans to use the data within the entity
- Whether the individual is legally required to provide the data, or may refuse to do so
- Any consequences known to the government entity if the individual provides the asked-for data
- Any consequences known to the government entity if the individual does not provide the asked-for data
- The identities of other persons or outside entities known to the government entity that are authorized by law to have access to the data. All Tennesen warning notices should include, for example, that data may be shared upon court order or provided to the state or legislative auditor, but the warning notice must also list those persons specifically authorized to access the data under state or federal laws.

What are the consequences to a government entity for failing to give a Tennesen warning notice?

With limited exceptions, a government entity may not collect, store, use, or disseminate private or confidential data for any purpose other than those specified in the Tennesen warning notice, or per [section 13.05, subdivision 4](#). ([Advisory Opinion 95-028](#)) If an agency fails to give the Tennesen warning notice, the agency may not use or store the information received for any purpose.


What is the connection between a Tennesen Warning notice and an informed consent?

After giving a Tennesen warning notice and collecting data from an individual, a government entity may wish to use the data differently than it described, or may wish to release the data to a different entity or person other than it described in the notice. In either of these situations, the government entity would need to obtain informed consent from the data subject.

What else should a government entity consider when creating Tennesen warning notices?

- A government entity should seek legal advice when developing Tennesen warning notices to ensure that they are tailored to meet the entity's specific needs for that data collection.
- A government entity should not try to develop an all-purpose Tennesen warning notice. Most government entities need to develop several Tennesen warnings, each one tailored for the specific program or reason for collecting the data.
- A government entity should consult its legal advisors to identify the specific legal authority to collect the data, which will help determine the specific reasons for which the entity is collecting the data, how it will use the data within the entity, and who outside the entity is authorized to get access to the data.
- The law does not require written Tennesen warning notices, but written documentation is recommended. It's a good idea to ask the individual to sign and date the notice, and give her/him a copy. If the Tennesen warning notice is given in electronic format, an e-form should provide a way for the individual to indicate that s/he has read and understands the notice.
- Entities are not required to provide notice when they collect *public* data; however, entities might consider providing a so-called "reverse Tennesen warning" in certain circumstances. For example, data about a member of the public requesting access to public data are presumptively public and an entity could explain that to a data requester.

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SAMPLE

WorkForce Center Services - Tennessean Warning Notice Minnesota Department of Employment and Economic Development (DEED)

The data we are asking you to provide about yourself is considered private data by [Minnesota Statute 13.47 subdivision 2](#). In order to collect and use this data, we must tell you why we need the data, how we intend to use it, and any consequences you may experience if you do or do not supply the information.

Why we need the data

- Your Social Security Number is requested to identify you as a unique individual.
- Personal characteristics: age, gender, ethnicity, race, disability and economic status is collected to evaluate our performance and, in some cases, to determine if you're eligible for special assistance.
- Veteran status is asked to determine if you are eligible for special services and to evaluate our service delivery.
- Work and education history is used to help you plan your employment and training goals.

How we intend to use the data

Work and education history and your contact information may be shared with prospective employers. We may share information about you with other employment and training service providers in order to determine what services you may be eligible for and to coordinate services provided to you. Data may be shared with federal and state entities that provide funding for WorkForce Center services. Additionally, other government entities with a legal right to this data may see your information.

Consequences to you

You can refuse to supply any or all of this information; you are not legally required to provide any of this information to use WorkForce Center services. However, not supplying sufficient information may limit our ability to provide you the services you want.

For more information

- DEED Data Practices - www.deed.state.mn.us/privacy.htm
- Minnesota Data Practices Act - www.revisor.leg.state.mn.us/stats/13/
- Minnesota Department of Administration, Information Policy Analysis Division (IPAD) - www.ipad.state.mn.us/index.html

Individual's Acknowledgement

I have read and understand this notice.

- Name: _____
- Parent or Guardian Signature: _____
(if data subject is under age 18)
- Date: _____



Instructions

Authorized Signature Form for Cash Requests

Send one completed form to the address indicated in "MAIL TO." You may use one form to include all grants. When authorities are limited to specific grants, however, more than one form will be required. List the authorized limits in the "Remarks" section. Please obtain at least two authorized signatures to facilitate back-up. **Original signatures are required. Faxed copies are not acceptable.**

Submit new forms when there is a change in personnel authorized to sign requests, change in the address; or in the authorized limits. A change in the title or position of authorized personnel does not require a new form if the authority remains unchanged.

Grant Recipient Name and Address: Enter the legal name and complete address of the Grant Recipient.

Printed Name and Signature: Enter the original signature and the typed name(s) of the individual(s) authorized to request cash, Facsimile signatures are not permitted. If more than four persons are authorized, use additional forms and annotate: 1 of 2; 2 of 2; etc.

Certification of Authorizing Official: Enter the date, signature, and titles of the official authorized to certify the signatures.

Approved: Leave Blank.



EMPLOYMENT AND ECONOMIC DEVELOPMENT

Authorized Signature Form for Cash Requests

Grant Recipient Name: City of Duluth Workforce Development

Grant Recipient Address: 402 West 1st Street, Duluth, MN 55802

Signatures of Individual(s) Authorized to Draw Cash:

☒ Only one signature required

☐ Any two signatures required

Printed Name and Signature: Lori Davey,

Lori Davey

Printed Name and Signature: Josh Bailey,

Josh Bailey

Printed Name and Signature: Wayne Parson,

Wayne Parson

Printed Name and Signature: Elena Foshay,

Elena Foshay

I certify that the signatures above are of the individuals authorized to draw cash for all DEED funding, or as listed in remarks.

Wayne Parson

Authorizing Official, Wayne Parson, Chief Financial Officer

2/24/20

Date

DEED Certifying Officer

Remarks:

CERTIFICATE REGARDING LOBBYING

Certificate for Contracts, Grants, Loans, and Cooperative agreements over \$100,000 per 2 CFR 200.450
Lobbying.

The undersigned 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 an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(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 undersigned 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 agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

State and/or Federal Master Grant Contracts
Program/Title

Duluth2020M
Contract Number

City of Duluth Workforce Development
Subrecipient/Contractor Organization (Agency)



Signature of Certifying Official

Elena Foshay, Director, Workforce Development

2/20/20

Date

**Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary
Exclusion Lower Tier Covered Transactions**

This certification is required by the regulations implementing Executive Orders 12549 and 12689, 2 CFR part 180, Suspension and debarment.

(BEFORE COMPLETING CERTIFICATION, READ THE ATTACHED REQUIREMENTS)

1. The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, nor voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

City of Duluth Workforce Development
Subrecipient/Contractor Organization (Agency)

Elena Foshay, Director, Workforce Development
Name and Title of Authorized Representative


Signature

2/20/20
Date

Certification Requirements

1. By signing and submitting this proposal, the prospective recipient of Federal admittance funds is providing the certification as set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Orders 12549 and 12689. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective recipient of Federal assistance funds agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
6. The prospective recipient of Federal assistance funds further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to check the List of Parties Excluded from Procurement or Non-procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and/or debarment.

Conflict of Interest Disclosure Form

This form gives grantees an opportunity to disclose any actual, potential or perceived conflicts of interest that may exist when receiving a grant. It is the grantee's obligation to be familiar with the Office of Grants Management (OGM) Policy 08-01, Conflict of Interest Policy for State Grant-Making and to disclose any conflicts of interest accordingly.

All grant applicants must complete and sign a conflict of interest disclosure form.

- ☒ I or my grant organization do NOT have an ACTUAL, POTENTIAL, or PERCEIVED conflict of interest.

If at any time after submission of this form, I or my grant organization discover any conflict of interest(s), I or my grant organization will disclose that conflict immediately to the appropriate agency or grant program personnel.

- ☐ I or my grant organization have an ACTUAL, POTENTIAL, or PERCEIVED conflict of interest. *(Please describe below):*

If at any time after submission of this form, I or my grant organization discover any additional conflict of interest(s), I or my grant organization will disclose that conflict immediately to the appropriate agency or grant program personnel.

Printed name: Elena Foshay, Director, Workforce Development

Signature: 

Organization: City of Duluth Workforce Development

Date: 2/20/20