

## **Northwest Workforce Service Area Letter Number 4**

**Subject:** Program Operator Contracting Procedures

**Issuance Date:** 1 January 2004, Revised 1 July 2008

**Effective Date:** 1 January 2004

**Action:** Establish procedures for contracting with Program Providers

**Who:** Workforce Investment Board, Local Elected Official Board Members, and Program Providers.

**Background:** Contracts with Program Operators are required to describe the nature of services to be provided, to establish performance standards, and to define the relationship between the Northwest Private Industry Council as the Administrative Entity and the Program Provider.

### **Policy and Procedures:**

- 1. Contract Negotiation:** The NWPIC Executive Director and the Program Providers will negotiate the final terms of the contract and submit the documents to the Workforce Investment Board for approval. (See Attachment A.)
- 2. Contract Approval:** The final document must be reviewed and approved by the NWPIC. Following approval the signed document will be forwarded to the Program Provider for signature. Four (4) original copies will be submitted unless the Program Provider requests additional originals.
- 3. Effective Date:** The effective date of the contract will be established in the Contract. No payment of funds will be authorized until the signed document is returned to the NWPIC.
- 4. Modifications:** Modifications to the Contract will be made as necessary and as agreed to by the NWPIC and the Program Provider. Contract modifications are to be approved by the same process as the original contract. (See Attachment B.)
- 5. Line Item Changes:** Requests for line item changes in the Contract budget may be made by the Program Provider. This request must be made in writing. The request will be approved in writing by the NWPIC Executive Director. Changes affecting the major cost categories such as Administration, Program, Retraining, Support, require a contract modification.

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# **ATTACHMENT A**

**NWPIC**

**PROGRAM PROVIDER**

**CONTRACT**

**Northwest Workforce Service Area  
Contract Agreement for  
Services Under the Workforce Investment Act**

Name of Contractor: Minnesota Department of Employment and Economic Development

MN Tax Identification#: 00-9000-001 Federal Identification #: 41-6007162

Contract Number: PYXX-004

Contract Amount: \$ XXX,XXX

This Contract Agreement is made and entered into this 1st day of July XXXX, by and between the Northwest Private Industry Council, hereinafter referred to as "Grantee" and the Minnesota Department of Employment and Economic Development, hereinafter referred to as "Contractor".

WITNESSETH:

WHEREAS, the Grantee and the Contractor have entered into a Contract Agreement for the delivery of Job Training Services dated 1 July XXXX; and

WHEREAS, changes in the conditions under which that Agreement was established has taken place;

NOW, THEREFORE, in consideration of the premises and intending to be legally bound hereby, the parties hereby agree as follows:

1. Paragraph 2 of said agreement is modified as follows; changing the amount of this agreement from \$ XXX,XXX to # XXX,XXX.

Program Title	Amount	Starting Date	Ending Date	Source of Funds
XXXXXXXXXX	\$XXX,XXX	07/01/XX	06/30/XX	WIA Title I PYXX

2. All other items and conditions remain as previously stated.

**Northwest Workforce Service Area  
Contract Agreement for  
Services Under the Workforce Investment Act**

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Contract Number: PYXX-004

Contract Amount: \$ XXX,XXX

This Contract Agreement is made and entered into this 1st day of July XXXX, by and between the Northwest Private Industry Council, hereinafter referred to as "Grantee" and the Minnesota Department of Employment and Economic Development, hereinafter referred to as "Contractor".

WITNESSETH:

WHEREAS, the is the Administrative Entity and Grant Recipient for Workforce Investment Act Funds; and

WHEREAS, the contractor has been named by the Northwest Private Industry Council and the Northwest Local Elected Officials as Program Operator for Job Training Services; and

WHEREAS, both the Grantee and the Contractor wish to make Job Training services available to disadvantaged persons in Northwestern Minnesota; and

WHEREAS, the Contractor represents that it is duly qualified and willing to perform the services set forth herein;

NOW, THEREFORE, in consideration of the premises and intending to be legally bound hereby, the parties hereby agree as follows:

1. Contractor agrees to abide by the General Assurances and Conditions as provided in Exhibit G.
2. The Contractor is to operate the following programs:

Program Title	Amount	Starting Date	Ending Date	Source of Funds
_____	\$XXX,XXX	07/01/XX	06/30/XX	WIA Title I PYXX

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which are attached hereto and made a part of this agreement.

3. Funds obligated by the Grantee are \$ XXX,XXX. These funds cover the period 07/01XX to 06/30/XX. No expenditures are to be incurred under this Contract Agreement beyond the periods in Paragraph 2.
4. Payments shall be made by the Grantee promptly after Contractor's presentation of Cash Drawdown Requests provided such Requests are within the limits of the contract amount.

Approved for Contractor By:

Approved for Grantee By:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

David Niermann

Dixie Holen

\_\_\_\_\_  
(Name – Typed)

\_\_\_\_\_  
(Name – Typed)

Asst. Director, WDD

Chairperson, NWPIC

\_\_\_\_\_  
(Title – Typed)

\_\_\_\_\_  
(Title – Typed)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Date)

Minnesota Department of Administration  
By:

\_\_\_\_\_

\_\_\_\_\_  
Date:

**Exhibit A**  
**Program Budget**  
**Northwest WSA Contract Agreement – PYXX – XXX**  
**Program Title – \_\_\_\_\_**

*Personnel	Title	%	Amount
<u>Position 1</u>	<u>DEED REP</u>	<u>5</u>	<u>X,XXX</u>
<u>Position 2</u>	<u>DEED REP</u>	<u>5</u>	<u>X,XXX</u>
<u>Position 3</u>	<u>Customer Service Rep</u>	<u>5</u>	<u>X,XXX</u>
<u>Position 4</u>	<u>Customer Service Rep</u>	<u>5</u>	<u>X,XXX</u>
<u>Position 5</u>			
<u>Position 6</u>			
<u>Position 7</u>			
<u>Position 8</u>			
<u>Position 9</u>			
<u>Position 10</u>			
Fringe			<u>X,XXX</u>
*Travel			
*Non-Personal Services			
*Supplies/Equipment			_____
*Professional Development			_____
*Professional Development Materials			_____
*Telephone			_____
*Postage			_____
*Photo Copying			_____
*Audit			_____
*Rent			_____
* _____			_____
Program Total			\$ X,XXX

Line items are marked by \*

**Exhibit A  
 Program Budget  
 Northwest Workforce Service Area Contract Agreement – PYXX-XX  
 Program Title – \_\_\_\_\_**

**Service Related Costs**

*Personnel	Title	%	Amount
Position 1	WDM 4	5	X,XXX
Position 2	WDM 2	5	X,XXX
Position 3	DEED REP	50	XX,XXX
Position 4	DEED REP	50	XX,XXX
Position 5	CUSTOMER SERVICE REP	5	X,XXX
Position 6	CUSTOMER SERVICE REP	5	X,XXX
Position 7			
Position 8			
Position 9			
Position 10			
Fringe			XX,XXX
*Travel			
*Non-Personal Services			
* Supplies/Equipment			
*Professional Development			
*Professional Development Materials			
*Telephone			
*Postage			
*Photo Copying			
*Audit			
*Rent			
* _____			
* _____			
* _____			
Program Total			\$ XX, XXX

(Line items are marked by \*)

**Exhibit A**  
**Program Budget**  
**Northwest Workforce Service Area Contract Agreement – PYXX-XX**  
**Program Title – \_\_\_\_\_**

<b>Monthly Activity Expense</b>	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	<b>TOTAL PY XX</b>
Total Classroom Training													
Total On-the-Job Training													
Total Work Experience													
Total Support													
<b>TOTAL PARTICIPANT</b>													
<b>CORE SERVICES</b>													
SERVICE RELATED COSTS													

**Exhibit B**  
**Program Special Conditions**  
**Northwest WSA Contract Agreement – PYXX-XXX**  
**Program Title – \_\_\_\_\_**

The following Special Conditions apply to this Program:

1. Contractor will provide services to \_\_\_\_\_ as authorized by the Workforce Investment Act of 1998 for those persons who reside in Kittson, Marshall, Norman, Pennington, Polk, Red Lake and Roseau Counties. Priority of service will be given to economically disadvantaged hard-to-serve applicants. All eligibility items must be fully documented in the client record.
2. Contractor will ensure that a complete Individual Service Strategy is on file for each program participant.
3. Contractor will provide and document a one-day orientation workshop for each enrollee. This orientation will include a component on non-traditional training for women.
4. Contractor agrees to operate according to both the program narrative and the Local Plan for \_\_\_\_\_ programs.
5. Contractor agrees to provide monthly financial reports by the tenth of the month following activity. Financial reports should be broken to reflect expenditures for the \_\_\_\_\_ program. Final reports are due 60 days after the contract expiration date.
6. Contractor will provide quarterly narrative reports to the Grantee as requested.
7. All Work Experience contracts and time cards will be submitted to the Grantee for payment in accordance with Northwest Workforce Service Area Policy Number No. 108.1.
8. All OJT and Classroom Training invoices will be submitted to the NWPIC for payment in accordance with Northwest Workforce Service Area Policy Number No. 107.
9. All requests for Supportive Services will be submitted to the Grantee for payment in accordance with Northwest Workforce Service Area Policy Number 109.
10. All conference costs out of the Northwest Workforce Service Area, charged to this agreement, must have prior approval of the Grantee.
11. Contractor will use Grantee's forms or processes for intake, status change, supportive services, work experience, on-the-job training and classroom training.

12. Contractor will provide, at a minimum, monthly contact with each participant. Personal contact should be the primary method of contact. In the event that this is not possible, the monthly contact can be made by telephone, e-mail and/or letter. The date, type of contact, and results must be documented utilizing the progress notes in the individual's record.
13. Contractor is responsible for all recruitment of qualified participants and will market the program through the media within the seven county service area to reach as many potential customers as possible.
14. The Grantee reserves the right to re-allocate funds in the event that planned cumulative performance, service levels or expenditures are below goal by more than 20% at the end of the first quarter or more than 15% below goal at the end of the second quarter and 10% at the end of the third quarter.
15. Contractor agrees to spend a minimum of 85% of the total program fund by the end of the contract.
16. Contractor will adhere to the Workforce Investment Act Title I Matrix of Specific Cost and Category Allocation dated 1, XXXX as edited by the Minnesota Department of Employment and Economic Development and any amendments thereof.

**Exhibit C**  
**Client Activity Plan**  
**Northwest WSA Contract Agreement – PYXX– XXX**  
**Program Title – \_\_\_\_\_**

The following performance standards apply to the Northwest Workforce Service Area:

LOCAL PERFORMANCE STANDARDS

_____ MEASURES	LEVEL
Entered Employment Rate	XX%
_____ Employment Retention Rate at Six Months	XX%
_____ Average Earnings Changed in Six Months	\$ X,XXX
_____ Employment and Credential Rate	XX%

\_\_\_\_\_ participants under this contract must be targeted in accordance with the following percentages.

CUSTOMER SATISFACTION STANDARDS

Participant	76%
Employer	77%

**Exhibit D**  
**Client Activity Plan \_\_\_\_\_**  
**Cumulative By Month – Program Year XXXX**

PYXX July 1, XXXX to June 30, XXXX	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN
<b>Carry-In = XX</b>												
<b>A. Total Participants</b>												
<b>B. Total Terminations</b>												
<b>1. Entered Employment</b>												
<b>2. Other</b>												
<b>C. Current Enrollment</b>												
<b>D. Activity</b>												
<b>1. Classroom Training</b>												
<b>2. On-the-Job Training</b>												
<b>3. Work Experience</b>												
<b>4. Support Services</b>												
<b>Core Services</b>												
<b>Intensive Services</b>												
<b>Training Services</b>												

**Exhibit E**  
**Program – Narrative**  
**Northwest WSA Contract Agreement – PY XX - XXX**  
**Program Title – \_\_\_\_\_**

- A.** The Minnesota Department of Employment and Economic Development will provide core, intensive and training services as defined below to \_\_\_\_\_ residents of the Northwest Workforce Service Area.
1. CORE I Services not requiring registration:
    - a. Workforce Investment Act eligibility determinations (Dislocated Worker Eligibility determinations must be completed prior to spending WIA Dislocated Worker funds)
    - b. Outreach, intake and orientation to the WorkForce Center System
    - c. Rudimentary assessment of skill levels, aptitudes, abilities, and supportive service needs and information on programs that might assist in upgrading skills and in filling needs
    - d. Provision of information services including job vacancy listings and job skills information
    - e. Information related to jobs in demand
    - f. Provision of performance information and program cost information on WIA eligible training providers
    - g. Provision of information on local area performance
    - h. Provision of information on supportive services
    - i. Provision of information on unemployment insurance
    - j. Provision of assistance in establishing eligibility for Welfare to Work activities and non-WIA financial aid programs
    - k. Provision of group services in the areas of Job club activities and Job Search activities
    - l. Provision of group assessment activities
    - m. Provision of group employability development planning
    - n. Provision of group career planning
  2. CORE II services requiring registration:
    - a. Staff-assisted job search and placement and, where appropriate, career counseling
    - b. Staff assisted job referrals
    - c. Staff assisted job development
    - d. Staff assisted assessment of skill levels, aptitudes, abilities and supportive service needs with a view towards determining the need for intensive services
    - e. Staff assisted out of area job search activities
    - f. Follow up-services, including counseling regarding the workplace, for participant in Title I WIA activities who are placed in unsubsidized employment, for not less than 12 months after the first day of employment, as appropriate

3. Intensive Service
  - a. Comprehensive and specialized assessments of skill levels and service needs
  - b. Development of an individual employment plan
  - c. Group counseling
  - d. Individual counseling and career planning
  - e. Case management for individuals who seek training
  - f. Work Experience
  - g. Short term pre-vocational services
  - h. Short term courses providing necessary skills to enable the individual to become more employable
  
4. Training Services
  - a. Occupational skill training including training for nontraditional employment
  - b. On-the-job Training
  - c. Programs that combine workplace training with related instruction
  - d. . Skill upgrading and retraining
  - e. Entrepreneurial training
  - f. Adult education and literacy provided in combination with services described in the above bullets
  - g. Customized training

**B. Eligibility Determination** – WIA eligibility for Core I, Core II, Intensive and Training services will be determined in accordance with the DEED WIA Title I Administrative Manual, Section 11.2, the Local Plan and by any subsequent eligibility guidelines issued in the NWWSA Policy Letter Series. All individuals receiving Intensive and Training Services must meet Priority Eligibility criteria.

**C. Institutional Skills Instructions** – Participants will be selected for classroom training based upon the individual participant’s vocational goals as identified in the career Individual Service Strategy (ISS) and taking into account prior training, aptitude test results, and potential for gaining employment in the training area.

The classroom training will be provided at one of the post-secondary institutions listed on the State certified list of training providers. The job service staff in charge of classroom training will monitor each student’s progress by contacting each student on a monthly basis. When possible, the case management staff will visit each student at the school at a minimum of once very quarter.

**D. On-the-Job Training** – OJT is an employment opportunity in which a participant is hired in an entry level position and given training under contract with an employer meeting contract eligibility. Where a union shop exists, union consent must be provided before the OJT can be initiated. OJT will be provided to those participants who need to increase occupational skills which are readily available from local employers and for whom OJT would be a more effective method of obtaining skills versus classroom training. OJT will be conducted in a broad range of occupations will full consideration given to the individual participant’s training needs. The duration of the OJT is dependant

upon the complexity of the job and the skill level of the individual to be trained. Job developers will be assigned to monitor each worksite on a monthly basis to ensure that the training contracted for is actually met. Employers will be reimbursed for their training cost at a rate not to exceed 50% of the employee's hourly wage rate.

**E. Work Experience** – Participants will be placed with public or private nonprofit agencies or organizations. DEED will develop work sites and place participants at these sites. This component will be 100% subsidized by the program.

**F. Supportive Services** – Supportive Services will be provided to WIA participants to assist them in overcoming barriers to employment, thus becoming work ready. The type and mix of services offered will vary according to the individual ISS. The most common example of supportive services include: transportation

**G. Monthly Follow-up** – the area offices will provide monthly follow-up throughout each individual's participation in the WIA programs. Personal contact should be the primary tool used to conduct monthly follow-up. If the event this is not practical, the contact can be made by telephone, and/or letter. Date, type of contact, and results must be documented utilizing the progress notes in the individual's record.

**H. Orientation and Assessment** – Each individual applying for WIA intensive training services will be scheduled for the half-day Orientation and Assessment Workshop conducted by the Minnesota Department of Employment and Economic Development. During this workshop each participant will complete the series of aptitude tests, and interest inventory, a reading comprehension test and a math comprehension test.

They will also receive an assessment of their Job Seeking Skills and a Career Options Presentation. During this workshop DEED representatives will assist individuals in completing the Individual Service Strategy (ISS). Special exposure to Non-Traditional Employment for Women will be given to all participants during Orientation and Assessment.

**I. Mentoring** – All women enrolled in Non-Traditional Employment will be teamed with an appropriate mentor from the specific field and the DEED staff will coordinate the support to the participant by the mentor.

**J. Adult Basic/GED** – Participants requiring Adult Basic/GED diploma services, as documented in the ISS, will be referred to one of the Adult Learning Centers within the region. The DEED staff will coordinate these services and provide follow-up support to the participant.

**Exhibit F**  
**Grantee Support**  
**Northwest WSA**  
**Contract Agreement – PYXX – XXX**  
**Program Title – \_\_\_\_\_**

Grantee will make the following items available to the Sub grantee:

1.	Copies or necessary documents including the Job Training Plan, the Workforce Investment Act and DEED applicable policies and procedures.
2.	Information on Special Grants or funds which are related to WIA activities.
3.	Policies and Procedures developed for the Northwest WSA Job Training Programs.
4.	MIS Client Information as it becomes available to the Grantee.
5.	Client cost data as it becomes available to the Grantee.
6.	Reimbursement for Supportive Service payments will be made upon receipt of appropriate documentation. No Administrative dollars will be associated with the reimbursement.

**Exhibit G**  
**General Assurances and Conditions**  
**Northwest WSA Contract Agreement**

1. The Contractor assures that compensation of the participant will be at the highest of the federal, state, or local minimum wage or the prevailing wage, as applicable.
2. In accordance with the provisions of Minnesota Statute, Section 176.182, the Contractor will provide Worker's Compensation Insurance where such coverage is required under Minnesota Statute, Section 176.181, Subdivision 2 or accident insurance in lieu of Worker's Compensation as required by WIA regulations.
3. The Contractor assures that all federal, state, and local health and safety regulation will be followed in all work and training situations.
4. All records pertaining to this grant shall be retained by the Contractor for a period of at least three years after the expiration of the term of this contract, or on completion of an audit, if one has been commenced within 3 years, whichever period is longer.
5. The Contractor assures that is will fully comply with the requirement s of the Workforce Investment Act of 1998 (Public Law 105-22, Date August 7, 1998) and all federal regulations issued pursuant to the Act.
6. In the event that any dispute arises solely between the Grantee and the Contractor, in a situation involving a claim other that for indemnification, cost allow ability and/or contribution, such disputes will be resolved in accordance with procedures outlined in the Northwest Workforce Service Area Grievance Policy.
7. If at any time, Federal funds in support of this contract become unavailable, this contract shall be terminated immediately upon written notice of such fact by the Grantee to Contractor. In the event of such termination, Contractor shall be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.
8. This contract may be cancelled by the Grantee or Contractor at any time, with or without cause, upon (30) days written notice to the other party. In the event of such cancellation, contractor shall be entitled to payment, determined on a pro rata basis, for work or service satisfactorily performed.

## **Exhibit G (Continued)**

9. Each party agrees that it will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party and the results thereof. The Contractor's liability shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statute Section 3.736 (Supp. 1984) and other applicable law.

10. No funds granted under the Act may be expended by the Contractor except in accordance with this agreement. The Grantee will approve and disburse all expenditures under this agreement. In changes in labor market conditions, funding or other factors require substantial deviation for the plan, the Northwest Private Industry Council and the appropriate Chief Elected Official(s) (CEO) shall submit a proposed modification of the budget. The proposed modification shall be subject to review and adoption in accordance with the Act.

11. The effective date on this contract shall be the beginning date identified in paragraph 2 of the cover signature page and shall remain in effect until the funding period end date specified in paragraph 2, unless terminated as per item 7 or 8 of this section. Costs incurred prior to the effective date of this agreement, which were in anticipation of this award and specifically authorized and approved in writing by the Grantee, are allowable to the extent that they would have been allowable had they been incurred after the effective date of this agreement.

12. Contractor shall not purchase furniture or other equipment with funds under this contract without prior written approval of the Grantee.

13. The Grantee reserves the right to offset any overpayment of cost disallowance by requiring adjustment of future invoices. This clause shall not be construed to bar any other legal remedies Grantee may have to recover refunds expended by contractor for disallowed costs.

14. Contractor shall submit such reports as required by the Grantee and will maintain records and provide access to them as necessary for the Grantee's review to assure that funds are being expended in accordance with the purposes and provisions of the Act. Contractor shall also make such reports available to the Governor, the Secretary of Labor, the comptroller General of the United States as any of them may require.

15. Modification of this Agreement:

- a. In the event of any failure of the Contractor to achieve the programs goals, the Grantee reserves the right to require re-planning or modifications, or other appropriate action.
- b. In the event that funds are not expended at a reasonable rate the Grantee reserves the right to re-obligate funds from this Agreement to a level that more accurately reflect the anticipated expenditures.
- c. All modifications to this Agreement are to be undertaken in written form only by the Grantee's authorized representatives and those of the Contractor.
- d. The Contractor will cooperate fully and promptly with any such written modifications undertaken by the Grantee.

16. Contractor agrees to comply with the Civil Rights Act of 1964, (42 USC 20000d), as amended by the Equal Employment Opportunity Act of 1972, which prohibits discrimination on grounds of race, color, sex, or national origin, and applies to any program or activity receiving federal financial aid, and to all employers, including State and local governments, public and private employment agencies, and labor organizations.

17. Contractor agree to comply with Section 504 of the Rehabilitation Act of 1973 (29 USC 794) as amended, which prohibits discrimination against qualified individuals with disabilities in all federally-funded programs.

18. The Contractor agrees to comply with the Age Discrimination Act of 1975 (42 USC 6101) as amended, which prohibits unreasonable discrimination on the basis of age in programs or activities receiving federal financial assistance.

19. The Contractor agrees to comply with the requirements to the Americans with Disabilities Act of 1990 (42 USC 12101), as amended, which prohibits discrimination on the basis of physical, sensory or mental disability or impairment.

20. The Contractor Agrees to comply with the requirements of Title IX of the Education Amendments of 1972 (20USC 1681-1688), as amended, which prohibits discrimination on the basis of sex in education programs.

21. When applicable, Contractor certifies that it has received a certificate of compliance from the Commissioner of Human Rights pursuant to Minnesota Statutes, Section 363.073.

22. All services provided by Contractor pursuant to this contract shall be performed to the reasonable satisfaction of the Grantee, as determined by the discretion of the Grantee, and in accord with all applicable Federal, State and local laws, ordinances, rules and regulations. Any or all costs incurred by the Contractor may be disallowed if determined by the Grantee that such costs are unauthorized and not in compliance with applicable statutes, regulation and this contract.

23. Performance as set forth in the Job Training Plan is essential to the life of this contract. Contractor agrees to permit monitoring by the Grantee to determine grant performance and compliance with grant provisions. Contractor further agrees to cooperate with Grantee in performing and completing such monitoring activities, and Contractor agrees to implement and comply with such remedial actions as proposed by Grantee.

24. Contractor agrees to use such fiscal, audit and accounting procedures as may be necessary to assure proper accounting for payments received by it and proper disbursement of such payments. The Secretary of Labor, the Comptroller General of the United States and the Grantee, 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 Contractor.

The books, records, documents and accounting procedures and practices of the Contractor

relevant to the grant are also subject to examination by the Grantee and the legislative auditor of the State of Minnesota. Contractor agrees to fully cooperate in any such examination and/or audit.

25. Contractor will audit these funds as required or necessary and at the Grantees discretion.

26. Contractor agrees to insure that it will not spend Contract funds on political activities.

27. Contractor agrees and understands that Contract funds will not be used to assist, promote, or deter union organizing.

28. Contractor agrees that participants will not be employed in the construction, operation or maintenance of a facility used for sectarian instruction or worship, nor that contract funds will be spent for same. Contractor further agrees that no funds shall be expended for sectarian worship, instruction, or proselytization.

29. Contractor agrees that Contract funds will not be used to assist relocation establishments.

30. Contractor agrees that all participants are made aware of their rights under the Minnesota Right-to-Know-Act.

31. Contractor further understands and agrees that it shall be bound by the Minnesota Government Data Practices Act, (Minnesota Statutes 15.1611- 15.1598), with respect to “data on individuals”, (as defined in 15.162, subd. 3 of the statute), which it collects, receives, stores, uses, creates or disseminates pursuant to this agreement. Contractor also agrees to utilize the Department of Employment and Economic Developments Data Practices Policy and Procedures as its policy and procedures with respect to privacy until it adopts Data Practices and Procedures consistent with the Minnesota Government Data Practices Act which are acceptable to the Grantee.

32. Contractor agrees to comply with OMB Circular Numbers A-21, A-87, A-110, A- 122, A-133, the OMB A Common Rule@ (as codified at 29 CFR 97), and ASMB C- 10 (Implementation Guide for OMB Circular A-87), 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 under the Act, amended. Under the Cost Principles Circulars (A-21, A-87, or A-122), common or joint costs charged to grants must be based upon written cost allocation plans.

33. All products developed under this contract, including but not limited to client files, employer files and test scores are the property of the Grantee and will be turned over to the Grantee as requested.

34. Contractor agrees to follow all the policies and procedures established to deliver services under this contract.

35. Contractor agrees to comply with the requirements of the Uniform Relocation Assistance

and Real Property Acquisition 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.

36. Contractor shall neither assign nor transfer any rights or obligations under this subgrant without the prior written consent of the Grantee.

37. Contractor has read and understands the whole of this Agreement and now states that no representations, promises or agreements not expressed herein have been made to induce Contractor to enter into this Agreement.

38. In accordance with Minnesota Statutes, Section 270.66, the Contractor provides the following Minnesota Tax Identification number: **25295**. The Federal Identification number issued is: **41-0888083**.

39. Provider shall comply with provisions of the Plain Language Law, Minnesota Statutes, Section 268.0124, requiring written material intended to be read by clients and program applicants to be written in a form which is easily understood and not higher than seventh grade reading level.

40. Any action for an alleged breach of the terms of this Agreement or any unauthorized expenditure by it or appropriation of the funds passing to it under the terms of the Agreement may be brought subject to the terms of Minnesota Statute, Section 3.751.

41. Contractor shall provide nonpartisan voter registration services and assistance (if applicable) using forms provided by the Office of the Secretary of State, to employees of the Contractor, program participants and the public as required by Minnesota Statute, Section 201.162. (1988).

42. Contractor operating under this Agreement acknowledges it is working as an independent contractor and not an employee of the Grantee.

43. The Contractor will assure that, when work entails the transporting of participants, appropriate liability insurance is secured by the Contractor to the minimum limits required within the state.

44. The Contractor will assure that all services provided under this contract will be accessible for the physically and emotionally impaired, to those who are vision or hearing impaired, and to include those with limited English speaking abilities.

45. The Contractor agrees to follow the Presidents Executive Order 12549 and the implementing regulation "Non-procurement Debarment and Suspension; Notice and Final Rule and Interim Final Rule, "found at 53 FR 19189, May 26, 1988, as amended at 60 FR 33041, June 26, 1995, including Appendix B, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions@, unless excluded by law or regulation. Person suspended or barred from doing non-procurement business with one

agency of the Executive Branch would be suspended or barred from doing business with all federal agencies. This order is extended to cover sub-grantees.

46. The Contractor shall comply with Interim Final Rule, New Restrictions on Lobbying, found in Federal Register Vol. 55, No. 38, February 26, 1990, and any permanent rules that are adopted in place of the Interim Final Rule. The Interim Final Rule requires the Contractor to certify as to their lobbying activity. The Interim Final Rule implements section 319 of Public Law 101-121, which generally prohibits recipients of Federal contracts, grants and loans from using appropriated funds for lobbying the Executive or Legislative Branches of the Federal Government in connection with a specific contract, grant or loan.

47. The Contractor agrees to permit monitoring by the Grantee to determine grant agreement performances and compliance with grant agreement provisions. Contractor further agrees to cooperate with the Grantee in performing and completing such monitoring activities and Contractor agrees to implement and comply with such remedial action as is proposed by the Grantee.

48. In compliance with Public Law 109-234, none of the fund appropriated in Public Law 109-149 or prior Acts under the heading "Employment and Training" that are available for expenditure on or after June 15, XXXX, shall be used by a recipient or sub-recipient of such funds to pay the salary and bonuses of an individual, either as direct costs or indirect costs, at a rate in excess of (federal) Executive Level II ([www.opm.gov](http://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 on OMB Circular A-133.

49. Equal Protection of the Laws for Faith-based and Community Organizations (E) 13279 signed December 12, 2002 prohibits discrimination against grant seeking organizations on the basis of religion in the administration of distribution of federal financial assistance under social service programs including grants, contracts and loans.

50. The Contractor shall list any job vacancy in its personnel complement with MinnesotaWorks.net as soon as it occurs.