**I. STATEMENT OF WORK**

1. NAME OF SUBGRANTEE
2. NAME and ADDRESS of THIRD-PARTY SUBGRANTEE

**SUBGRANTEE** will receive written approval from **MDES** before entering into any additional third-party contract or agreements to complete specific project elements.

1. PROJECT DESCRIPTION
	* + 1. PROJECT IDENTIFICATION
			2. PROJECT PRINCIPAL CONTACT

**Programmatic Fiscal Contact**

Name: Name:

Title: Title:

Entity: Entity:

Address: Address:

Address: Address:

Phone: Phone:

Email: Email:

* + - 1. IMPLEMENTATION PERIOD for PROGRAM/PROJECT

* + - 1. GEOGRAPHIC AREA of SERVICE

* + - 1. TARGET GROUP
			2. NARRATIVE DESCRIPTION of PROJECT OR PROGRAM
1. Purpose of the subgrant
2. Description of services to be rendered
3. General operating procedures
4. Accounting and budgeting: Existing Accounting system/procedures and state accounting procedures/guidelines will ensure the tracking and monitoring of project funds.
5. Individual and/or program outcomes and the methods for collecting and reporting data will be measured as defined by **MDES**.
6. Individuals who are classified as Youth must be in one of the following groups:
* **Target Group 1:** In-school youth will be low income youth who are 14-21 years of age, attending secondary school, and meet one or more of the following conditions: basic skills deficient, English language learner, homeless, a runaway, in foster care or aged out of the foster care system, pregnant or parenting, offender subject to the juvenile or adult justice system, in need of additional assistance to complete an educational program or secure or hold employment.
* **Target Group** **2:** Out of school youth who are 16-24 years of age, not attending any school, and meet one or more of the following conditions: basic skills deficient, English language learner, homeless, a runaway, in foster care or aged out of the foster care system, pregnant or parenting, offender subject to the juvenile or adult justice system, or low income individual in need of additional assistance to complete an educational program or to secure or hold employment.
1. **Subgrantee** will develop an Individual Service Strategy (ISS) for each youth participant, based on the objective assessment that specifies which of the WIOA Fourteen (14) Program Elements listed below are needed to assist the participant in meeting his/her educational and career goals. Not all participants who receive WIOA services will receive all 14 program elements. **SUBGRANTEE** must provide the resources to accommodate all 14 elements.
2. WIOA Youth Program Fourteen (14) Elements
* Tutoring, study skills, training, instruction, and dropout prevention;
* Alternative secondary school services;
* Paid and unpaid work experiences;
* Occupational skills training;
* Education offered concurrently with workforce preparation and training for a specific occupation;
* Leadership development opportunities;
* Supportive services;
* Adult mentoring;
* Follow up services;
* Comprehensive guidance and counseling;
* Financial literacy education;
* Entrepreneurial skills training;
* Services that provide labor market information; and
* Post-secondary preparation and transition activities.
	+ - 1. PERFORMANCE MEASURES

The baseline for evaluating the **SUBGRANTEE** performance will be from

Date to Date for the execution of the subgrant. **SUBGRANTEE** will be evaluated based upon the following Performance Indicators:

**Measurable Outcomes**

|  |  |
| --- | --- |
| **OBJECTIVE** | **Goal of Performance** |
|  |  |
|  |  |
|  |  |

1. PROGRAM MANAGEMENT
2. ORGANIZATIONAL CHART- **Attachment A**
3. JOB DESCRIPTIONS - **Attachment B**

The following **SUBGRANTEE** staff positions are funded either in part or in whole through funds provided under this subgrant: (List Staff Position Job Titles.)

1. FINANCIAL MANAGEMENT – **Attachment C: Budget Narrative**

**SUBGRANTEE** has adequate financial management procedures in place to ensure adequate control over WIOA funds and assets, accuracy of financial data, and adequate internal controls to avoid conflict of interest and prevent irregular transactions or activities.

Accounting and budgeting – **SUBGRANTEE** will provide complete and accurate financial data to:

* + Manage the subgrant so that its goals and objectives are met efficiently;
	+ Know the true cost of operating the system so that costs may be billed or allocated appropriately; and
	+ Report to the funding sources how money was spent, what revenues were realized, and the financial status of the organization.
1. EQUIPMENT AND PROPERTY

No equipment will be purchased with grant funds.

*(Equipment is defined at* ***29 CFR 97.3*** *as “tangible, nonexpendable personal property having a useful life of more than one year and an acquisition cost of $5,000 or more per unit, including all costs related to the property’s final intended use.” The basis for determining acquisition costs is described more fully at* ***29 CFR 97.32 and 95.32****. This definition of equipment should be used unless the* ***SUBGRANTEE*** *is governed by a more restrictive policy such as State requirements. See Subsection GG of Section IV, DEFINITIONS and MINIMUM REQUIREMENTS, for specific rules related to the acquisition and maintenance of property and equipment.)*

**II. BUDGET**

|  |
| --- |
|  **1. SUBGRANTEE:** CMPDD |
| 1. **Agreement Number:**
2. **MDES Grant Number/Code(s):** 672-WIOA
3. **Grant Title:**
4. **Beginning Date:**  **Ending Date:**
5. **Year(s) of Appropriation:**
6. **Federal Award #: Signature Date:**
 |
|  **8. Submitted as Part of: X a. Funding Request/Basic** **b. Modification No.**  **c. Modification Effective Date: \_\_\_\_\_\_** |
| **FEDERAL WIOA BUDGET** |
| **A. Project/Activity:** | **B. Category** |  |
| *(The SUBGRANTEE must submit a budget narrative to describe and justify the budget for each project.)* | Administration | Program | C. Total |
| **CMPDD/BCA** |  |  |  |
| Adult 17.258 |  |  |  |
| Dislocated Worker 17.278 |  |  |  |
| Youth 7.259 |  |  |  |
|  |  |  |  |
|  |  |  |  |
| **D. TOTAL** |  |  |  |
| **FUNDING SOURCE** |
| **WIOA** |  |  |  |
| **Program Income** |  |  |  |
| **Match** |  |  |  |
| **Other - State** |  |  |  |
| **Total** |  |  |  |

**III. TERMS AND CONDITIONS**

The Office of Grant Management of the **Mississippi Department of Employment Security (MDES)** and the **SUBGRANTEE** referred to as the **SUBGRANTEE**; accept the following terms and conditions.

1. **Addresses and Conditions**

All subgrant-related correspondence, reports, and payments shall be in writing and shall either be personally delivered, sent by email, express delivery service, certified mail, or first class U.S. Mail postage pre-paid, and addressed to the entities or persons listed below.

**MDES**

Donna Hollis Liaison

MDES MDES

Post Office Box 1699 Post Office Box 1699

Jackson, Mississippi 39215-1699 Jackson, Mississippi 39215-1699

Phone: 601-321-6051 Phone:

Email: dhollis@mdes.ms.gov Email:

**SUBGRANTEE**

**Programmatic Fiscal Contact**

Name: Name:

Title: Title:

Entity: Entity:

Address: Address:

Address: Address:

Phone: Phone:

Email: Email:

The above listed persons and addresses may be modified by written notice to the parties. Notices shall be deemed given when one of the following occurs: 1) the date of actual receipt of notice; 2) the next business day when notice is sent via express delivery or personal delivery; 3) three days after mailing via first class or certified U.S. mail, or 4) confirmed receipt of email notification.

1. **Compliance with Laws and Rules**

The **SUBGRANTEE** agrees to comply fully with all Federal and State rules, professional standards, policy issuances, policies, and procedures applicable to this subgrant or the programs it funds, including any changes or amendments taking effect during the subgrant period. Changes and amendments become binding upon actual or constructive notice, including publication, mailing, or hand-delivery.

The **SUBGRANTEE** shall conduct its workforce development programs in accordance with the Workforce Innovation and Opportunity Act of 2014 (WIOA), (Pub. Law 105-220, as amended) the implementing regulations at 2 CFR 651 - 688, and with rules, policies, procedures, statutes, regulations and official directives issued by the U. S. Department of Labor (USDOL), State of

Mississippi governmental agencies, and the Mississippi Department of Employment Security **(MDES**).

1. **Deliverables and Statement of Work**

The **SUBGRANTEE** agrees to deliver the quality and quantity of services specified in the Statement(s) of Work. All services shall be performed during the subgrant’s term.

The **SUBGRANTEE** shall utilize qualified staff to provide services funded by this subgrant. The **SUBGRANTEE** ensures that each staff member has the knowledge, skills, and qualifications necessary to perform required services and possesses licenses, permits, certifications and authorizations required by law.

1. **Reimbursement Provisions**
2. In no event shall the amount paid to the **SUBGRANTEE** by **MDES** for subgrant services exceed the amount identified as the “maximum amount payable” on the first page of this subgrant.
3. The **SUBGRANTEE** shall be reimbursed only for actual and allowable expenses incurred in accordance with the accompanying budget narrative.
4. All reimbursements shall be documented in accordance with USDOL, State of Mississippi, and **MDES** policies and procedures, and are subject to monitoring, audit, disallowance, and recouping. **MDES** shall have no obligation to release cash payments until a proper and timely cash request (for subgrants with the current needs method of payment) or a reporting worksheet (for subgrants using the cost reimbursement method of payment) is submitted.
5. According to 2 CFR 200.305 (b)(1) and (3), The non-Federal entity must be paid in advance, provided it maintains or demonstrates the willingness to maintain both written procedures that minimize the time elapsing between the transfer of funds and disbursement by the non-Federal entity, and financial management systems that meet the standards for fund control and accountability as established in the part. However, reimbursement is allowed when the non-Federal entity requests payment by reimbursement in writing.
6. **MDES** has the right to deny all or a portion of cash payment otherwise due to the **SUBGRANTEE** based upon any of the following:
* Failure to comply with any subgrant provision, all of which are deemed to be material;
* Failure to comply with applicable laws, rules, policies, or procedures;
* Failure to resolve costs disallowed under this or any separate **MDES** subgrant; or
* Failure to repay amounts otherwise owed to **MDES**.
1. **MDES** agrees to pay **SUBGRANTEE** in accordance with Mississippi law on “Timely Payments for Purchases by Public Bodies”, Sections 31-7-301, et seq. of the 1972 Mississippi Code Annotated, as amended, which generally provides for payment by the State within forty-five (45) days of receipt of the invoice. All invoices are subject to approval by MDES.
2. **Applicable Law**

The Subgrant shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of law provisions, and any litigation with respect thereto shall be brought in the courts of the State. The **SUBGRANTEE** shall comply with applicable federal, state and local laws and regulations**.**

1. **Indemnification and Hold Harmless**

To the extent allowed by Mississippi law, the **SUBGRANTEE** will indemnify the State of Mississippi and **MDES** and any employees or officers thereof to claims, suits, legal actions, or damages that result from any negligent or wrongful act or omission of the **SUBGRANTEE**. In the case of wrongdoing by both **MDES** and the **SUBGRANTEE**, any cost shall be apportioned in relation to the percentage of fault attributable to each party.

1. **Insurance and Bonding**
2. Fidelity Bonds - If the **SUBGRANTEE** receives an advance or receives any reimbursement in excess of costs already paid, the **SUBGRANTEE** shall bond its agents and employees who receive, deposit, or have access to subgrant funds to protect against loss. The bond shall name **MDES** as an additional insured or payee. The bond amount shall be $100,000 or a lesser amount authorized in writing by **MDES**. This bonding requirement does not apply to public agencies or schools.
3. Liability Insurance - The **SUBGRANTEE** shall, at all times during the term of the subgrant, carry and maintain commercial general liability insurance that covers bodily injury, property damage, and contractual liability, in the amount of $1,000,000 minimum.
4. Auto Insurance - The **SUBGRANTEE** shall maintain automobile insurance when vehicles owned or leased by the **SUBGRANTEE** or its employees, its subcontractors, or volunteers are used to provide subgrant services.
5. Workers’ Compensation - The **SUBGRANTEE** must maintain adequate workers’ compensation, medical, accident, and other insurance for staff and customers as required by laws, regulations, and rules.
6. Insurance Amounts and Documentation - All insurance required pursuant to the provisions of this paragraph shall be for amounts, the periods of time, and shall provide a level of coverage required by MDES procedures. The **SUBGRANTEE** agrees to supply **MDES**, upon its request, with proof of all required insurance.
7. Self-Insurance - Self-insurance plans maintained by a public entity are acceptable in lieu of insurance.
8. **Stop Work Order**
9. Order to Stop Work - **MDES** may, by written order to the **SUBGRANTEE** at any time, and without any notice to any surety, require the **SUBGRANTEE** to stop all or part of the work called for by this subgrant. This order shall be for a specified period not exceeding ninety (90) days after the order is delivered to the **SUBGRANTEE**, unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, the **SUBGRANTEE** shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within and further period to which the parties shall have agreed, **MDES** shall either:
* Cancel the stop work order; or
* Terminate the work covered by such order as provided in Section VIII.A, Termination for Cause, or Section VIII.B, Termination for Convenience of this subgrant.
1. Cancellation or Expiration of the Order - If a stop work order issued under this clause is cancelled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, the **SUBGRANTEE** shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule or **SUBGRANTEE** price, or both, and the subgrant shall be modified in writing accordingly, if:
* The stop work order results in an increase in the time required for, or in the **SUBGRANTEE’s** cost properly allocable to, the performance of any part of the subgrant; and
* The **SUBGRANTEE** asserts a claim for such an adjustment within thirty (30) days after the period of work stoppage, provided that, if **MDES** decides that the facts justify the action, any such claim asserted may be received and acted upon at any time prior to final payment under this subgrant.
1. Termination of Stopped Work - If a stop work order is not cancelled and the work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order shall be allowed by adjustment or otherwise.
2. Adjustments of Price - Any adjustment in subgrant price made pursuant to this clause shall be determined in accordance with the Price Adjustment Clause(s) of this subgrant.
3. **Subgrant Termination**
4. Termination for Cause - **MDES** may immediately terminate this subgrant, in whole or in part, without limiting remedies, should the **SUBGRANTEE** materially breach any of the subgrant’s requirements, including these Terms and Conditions and requirements contained herein.
5. Termination for Convenience - The subgrant may be terminated at any time by either party for convenience by giving sixty (60) calendar days advance written notice to the other party.
6. Payment after Termination - In the event of early subgrant termination, initiated by either party for whatever reason, the **SUBGRANTEE** shall only be entitled to receive reimbursement for costs incurred prior to the subgrant termination date. Reasonable closeout costs may be approved at **MDES’s** sole discretion.
7. Remedies Retained - Nothing in this subgrant shall be construed to limit either party’s legal remedies, including but not limited to, the right to sue for damages, should either party materially violate any subgrant provisions.
8. Availability of Funds (multi-term contractual agreements only) - It is expressly understood and agreed that the obligation of **MDES** to proceed under this agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of the agreement are, at any time, not forthcoming or insufficient, either through the failure of the Federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to **MDES**, **MDES** shall have the right upon ten (10) working days’ written notice to the **SUBGRANTEE** to terminate the agreement without damage, penalty, cost or expenses to the **MDES** of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.
9. **Subgrant Modifications**
10. Subgrant Changes - The modification information outlined below is the general process and can vary slightly based on the individual circumstances. All modifications must be completed in accordance with the rules and regulations outlined in 2 CFR 200.308, the terms and conditions of the grant agreement, and require Grant Officer approval. **MDES** may initiate subgrant changes when such changes are required by the State of Mississippi or the DOL. Such changes, including any increase or decrease in the amount of the subgrant, may result in a written subgrant modification. Either party may request a subgrant renegotiation when circumstances, which are neither foreseen nor reasonably foreseeable by the parties at the time of subgranting, arise during the subgrant period. **SUBGRANTEE** MUST submit ALL requests for subgrant modifications to, and receive written approval from, **MDES** before implementing any changes to the project description, including services to be rendered and general operating procedures, performance and participant outcomes, and/or other terms and conditions of the subgrant.
11. Budget Adjustments -Federal recipients are not permitted to make transfers that would cause any funds to be used for purposes other than those consistent with this Federal program. Any budget changes that impact the Statement of Work and agreed upon outcomes or deliverables require a request for modification and prior approval from the Grant Officer.

As directed in 2 CFR 200.308(e), for programs where the Federal share is over the simplified acquisition threshold (currently $250,000), the transfer of funds among direct cost categories or programs, functions and activities is restricted such that if the cumulative amount of such transfer exceeds or is expected to exceed 10% of the total budget as last approved by the Federal or State awarding agency, the recipient must receive written prior approval from the Grant Officer. Any changes within a specific cost category on the SF424(a) or Budget Narrative do not require a grant modification unless the change results in a cumulative transfer among direct cost categories exceeding 10% of total budget as noted above. It is recommended that the assigned Federal Project Officer (FPO) or State Liaison review any within-line changes to the budget prior to implementation to ensure they do not require a modification. For programs where the Federal share is below the simplified acquisition threshold, **MDES** requires the same process as stated above when transferring funds among direct cost categories. This includes transferring direct costs and indirect cost category contained on the SF424(a) or Budget Narrative.

The FPO or State Liaison should be kept informed of any changes to the budget, even if they do not exceed the 10% cumulative limit.

1. Price Adjustment - *Price Adjustment Methods*: Any adjustment in subgrant price pursuant to a clause in this subgrant shall be made in one or more of the following ways:
* by agreement on a fixed price adjustment before commencement of the additional performance;
* by unit prices specified in the subgrant;
* by the costs attributable to the event or situation covered by the clause, plus appropriate profit or fee, all as specified in the subgrant; or
* price escalation clause.

*Submission of Cost or Pricing Data*. The **SUBGRANTEE** shall provide cost or pricing data for any price adjustments subject to the provisions of Section 3-403 (Cost or Pricing Data) of the Mississippi Personal Service Subgrant Procurement Regulations.

1. **Nondiscrimination and Equal Opportunity Provisions**
2. The **SUBGRANTEE** must not illegally discriminate in determining who will be registered into or have access to any subgrant activity or in making employment decisions.
3. The **SUBGRANTEE** assures that it will comply fully with nondiscrimination and equal opportunity provisions in:
	* WIOA Section 188 which prohibits discrimination against all individuals on the basis of race, color, religion, sex (including pregnancy, gender identity, and sexual orientation), national origin, age, disability, genetic information, political affiliation or belief or on the basis of either citizenship or status as a lawfully admitted immigrant authorized to work in the United States;
	* Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color, or national origin;
	* Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
	* The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age;
	* Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs; and
	* Executive Orders 13198 and 13279, which provide for equal treatment in Department of Labor programs for faith-based community organizations, protection of religious liberty, and limitation on employment of participants; and
	* Applicable State of Mississippi laws and directives.
4. Private employers, state, and local governments, employment agencies, and labor unions shall comply with the American with Disabilities Act of 1990. This legislation prohibits discrimination against qualified individuals with disabilities in job application procedures, hiring, firing, advancement, compensation, job training, and other terms, conditions, and privileges of employment.

An employer is required to make a reasonable accommodation to the known disability of a qualified applicant or employee if it would not impose an “undue hardship” on the operation of the employer’s business. An employer is not required to lower quality or production standards to make a reasonable accommodation, nor is an employer obligated to provide personal use items such as glasses or hearing aids.

1. **Financial Management, Reports, and Record Keeping**

**SUBGRANTEE** shall comply with all **MDES,** State of Mississippi, Office of Management and Budget (OMB), and DOL rules, regulations, circulars, policies, and procedures on financial management for all subgrant expenditures. The **SUBGRANTEE** shall ensure that its financial management systems provide the necessary internal controls, accounting records, and reporting systems to meet generally accepted accounting standards and comply with the applicable OMB uniform cost principles for the type of entity receiving the funds.

**MDES** reserves the right to inspect the **SUBGRANTEE’s** financial management systems and to impose additional accounting requirements to ensure that accounting requirements are being met.

1. Access to Records and Facilities – The State of Mississippi, **MDES**, Federal monitors and auditors, and any persons duly authorized by the Federal government, the State of Mississippi, and **MDES** shall have full access to and the right to examine and copy any or all books, records, documents, and other materials regardless of form or type which are pertinent to subgrant performance or which reflect direct and indirect costs related to this subgrant. Access right shall continue during the record retention period after the subgrant’s ending date.

This access right shall extend to all business hours and places where any subgrant activity is conducted. The **SUBGRANTEE** shall include these access requirements in all subcontracts.

1. Audits and Monitoring - The **SUBGRANTEE** shall adhere to applicable Office of Management and Budget (OMB) Circulars and other applicable Federal, State of Mississippi, and **MDES** regulations, policies, and procedures governing audits and monitoring.

Recipients of Federal awards, as defined by OMB Circular 2 CFR 200 and 29 CFR 99, shall maintain records that identify all Federal funds received and expended. The **SUBGRANTEE** shall comply with any applicable future amendments to OMB Circular 2 CFR 200 and any successor or replacement Circular or regulation.

The **SUBGRANTEE** shall be audited annually in accordance with Circular 2 CFR 200 or, if 2 CFR 200 is inapplicable, shall arrange for an annual audit of subgrant funds received from **MDES**. All governmental and nonprofit organizations must follow the audit requirements of OMB Circular 2 CFR 200. Commercial organizations that are subgrantees under WIOA Title I or NDWG that expend more than the minimum level specified in OMB Circular 2 CFR 200 **($750,000 for fiscal years ending after January 1, 2015)** must have either an organization-wide audit conducted in accordance with 2 CFR 200 or a program specific financial and compliance audit.

All audits shall conform to generally-accepted auditing and accounting standards and **MDES** policies and procedures. A copy of each year’s final audit report, which provides a specific reference to this subgrant, shall be mailed to **MDES** within one (1) week after its receipt by the **SUBGRANTEE**. All audit reports shall be finalized within six (6) months after the subgrant’s ending date unless an alternative date is agreed to in writing by **MDES**. All audit costs shall be the **SUBGRANTEE’s** responsibility.

The **SUBGRANTEE** shall regularly and adequately oversee and monitor its activities to ensure full compliance with WIOA regulations and subgrant obligations. Actual performance should be compared to the planned goals periodically. Corrective action procedures should be implemented or technical assistance requested when problems are noted. **MDES** will also monitor this subgrant. Federal agencies may also monitor this subgrant from time to time.

1. Program Income - Any revenue generated by this subgrant, except profit generated by a for-profit entity, up to the limit set in the Budget Narrative, shall be considered program income. Program income must be tracked by funding source and reported to **MDES** on the monthly reporting worksheet. All program income must be spent on allowable WIOA/NDWG activities in accordance with State and Federal requirements. The **SUBGRANTEE** agrees to comply with State of Mississippi and **MDES** policies regarding charging of fees. Fees shall be reviewed and approved in advance by **MDES**. No fees will be imposed upon any individuals for the receipt of services funded under this subgrant.
2. PELL, Trainee Financial Assistance, and Other WIOA/NDWG Cost Reductions - The **SUBGRANTEE** shall identify training costs supported or paid by other Federal, State, or local programs such as PELL Grants, the Trade Adjustment Act (TAA), Veterans programs, Vocational Rehabilitation, and other financial assistance for students, in order to ensure that WIOA/NDWG funds are used in addition to funds otherwise available. All WIOA/NDWG participants shall apply for and shall utilize available financial assistance to the maximum extent possible.
3. Maintenance of Effort - The **SUBGRANTEE** agrees to expend funds received pursuant to this agreement to supplement and not to supplant existing programs and activities.
4. Additional Funding - The **SUBGRANTEE** will submit to **MDES** notice of receipt of any Federal, State, or local grants or other funding that significantly affects costs, quality, or quantity of subgrant services.
5. Resolution of Disallowed Costs - The **SUBGRANTEE** agrees to participate in and be bound by determinations arising out of **MDES’s** disallowed cost resolution and grievance procedures. If the **SUBGRANTEE** violates or permits violation of subgrant terms or conditions, the **SUBGRANTEE** shall repay to **MDES** the amount of funds directly related to the violation. If a subgrant cost is disallowed after payment has occurred, the **SUBGRANTEE** shall repay the amount of the disallowance to **MDES** within thirty (30) calendar days or on a written alternative schedule assigned by **MDES**. Subgrant funds shall not be used to repay questioned or disallowed costs.
6. Buy-American Requirements - The **SUBGRANTEE** agrees to comply with Section 502 of the Workforce Innovation and Opportunity Act, Buy-American Requirements.
7. Taxes - It is mutually agreed that all applicable payroll taxes, unemployment contributions, and other taxes, insurance or other expenses for the **SUBGRANTEE’s** staff, shall be paid as and when due and shall be the sole responsibility of the **SUBGRANTEE**.
8. Travel - The **SUBGRANTEE** must comply with the applicable requirements of the Federal Travel Regulations provided by the U. S. General Services Administration. In the absence of an acceptable **SUBGRANTEE** policy regarding travel costs, the rates and amounts established under subchapter 1 of Chapter 57 of Title 5, U. S. Code, will apply.
9. Rebates - The **SUBGRANTEE** agrees to notify **MDES** of any income resulting from lease/rental rebates or other rebates, interest, credits of any other financial benefits generated by the subgrant. Notification must be included in the closeout, which is due forty-five (45) days after the end of the grant period. Action shall be taken to appropriately reimburse **MDES** from such income.
10. Confidentiality - The use or disclosure of any information concerning WIOA/NDWG program applicants or participants for any purpose not directly connected with the administration of this subgrant is prohibited, except as required by law or as authorized by written consent of an applicant or a participant, or by his/her legally authorized representative.

All medical information and/or information regarding a participant’s disability or any medical conditions must be kept confidential and maintained in a file separate from the participant’s file.

1. Consultants - Consultant fees paid under this subgrant shall be limited to $400 per day without **MDES** written approval of a higher rate.
2. Fair Pricing - If any subgrant costs or prices are significantly increased or decreased as a result of defective information submitted by the **SUBGRANTEE**, **MDES** reserves the right to renegotiate the subgrant or to disallow and collect funds obtained by the **SUBGRANTEE** due to false or negligently submitted information.
3. Fair Competition - The **SUBGRANTEE** assures that prices and costs have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition. This does not preclude or impede the formation of a consortium of companies and/or agencies.
4. Litigation Expenses - Subgrant funds cannot be used for litigation against **MDES**, the State of Mississippi, or the Federal Government.
5. Record Maintenance - The **SUBGRANTEE** shall maintain and safeguard participant files and records, project records and documents, and evidence of accounting procedures and practices. Records must be sufficient to justify all payments claimed and paid under this subgrant. These records shall be retained and made available to **MDES** and State and Federal agents as follows:
	* Retain all records for a period of at least three (3) years after submittal of the subgrant closeout package to **MDES**;
	* Retain all records of nonexpendable property acquired in whole or in part by subgrant funds for a period of at least three (3) years after disposition of such property;
	* Retain all subgrant records beyond three (3) years if any litigation or audit is begun or if a notice of such or claim is instituted involving this subgrant. In this instance, records will be retained until the litigation, audit, or claim has been fully and finally resolved; and
	* Records regarding discrimination complaints and actions taken thereto are confidential, and shall be maintained for a period of not less than three (3) years from final resolution of the discrimination complaint.

Records must be stored in such a manner that will preclude their loss or damage. The **SUBGRANTEE** will be responsible for the costs of record storage. Subgrant records must be adequately marked and stored to facilitate identification and retrieval of all subgrant records.

1. Cost Limitations - The **SUBGRANTEE** shall comply with the cost limits described in 20 CFR 667.210. Also, expenditures for the total subgrant and for each cost category shall not exceed the budget without approval from **MDES**.
2. Modifications - The **SUBGRANTEE** shall be restricted to processing only **one (1)** modification during each quarter for each basic subgrant agreement. Exceptions will be made if financial obligations must be altered immediately.
3. Performance Review - **MDES** shall evaluate the participant data and fiscal reports for the subgrant at the end of each quarter. The review will include an analysis of goal achievement, expenditure levels, cost limitation by cost category, and other related items. If subgrant performance is not satisfactory, the subgrant may be modified or terminated.
4. Personnel Policies –
* The **SUBGRANTEE** shall maintain written personnel policies and procedures that are available to all staff. The policies shall address the following:
	+ - 1. Recruitment
			2. Selection/Promotion
			3. Pay and Classification
			4. Performance Evaluation
			5. Grievances
			6. Nondiscrimination
			7. Job Descriptions
			8. Affirmative Action

i. Leave Policies

j. Other items as applicable and necessary

* The **SUBGRANTEE** shall maintain full, complete, current job descriptions for each staff member paid in whole or in part with WIOA/NDWG funds and shall provide each staff member with a written copy of his or her job description. In addition, resumes of staff members must be maintained to document the meeting of minimum requirements for the positions filled.
* The **SUBGRANTEE** shall maintain time and attendance reports (time sheets) for staff paid in part or in whole with WIOA/NDWG funds. The time and attendance sheets must be signed by the staff members and their supervisors.
* All personnel actions must be documented.
1. Electronic Payment - The State requires the **SUBGRANTEE** to submit invoices electronically throughout the term of the agreement. Vendor invoices shall be submitted to the state agency using the processes and procedures identified by the State. Payments by state agencies using Mississippi’s Accountability System for Government Information and Collaboration (MAGIC) shall be made and remittance information provided electronically as directed by the State. These payments shall be deposited into the bank account of the **SUBGRANTEE’s** choice. **SUBGRANTEE** understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.
2. Reporting Requirements –
* Reporting Worksheet

The Reporting Worksheet is a concise report of accruals and actual disbursements for the report month plus cumulative expenditures to date for the subgrant period. A worksheet form showing each activity listed on the subgrant Budget Summary page will be sent monthly to the **SUBGRANTEE**. By **the fifteenth (15th) calendar day** of each month, the **SUBGRANTEE** must submit the worksheet reporting expenditures through the end of the previous month, which is the report month. Worksheet forms should be sent electronically to **MDES** contact in Section III or hard copies may be sent to **MDES** at the address shown in Section I.

* Request for Cash

The Request for Cash form is used by **SUBGRANTEES** using the current needs payment method. The Request for Cash form may be submitted at least monthly, or as often as needed when electronic funds transfers are used, with a two-week turnaround time for the drawdown of funds from the time the request is initiated until funds are credited to the **SUBGRANTEE’s** account. Request for Cash forms should be sent electronically to **MDES** contact in Section III. 1**.** or hard copies may be sent to **MDES** at the address shown in Section I.

* Closeout Package

The **SUBGRANTEE** is required to submit two (2) completed closeout packages to the **MDES** within forty-five (45) calendar days after the ending date of the subgrant. Each closeout package shall bear original signatures. For complete guidance on processing closeout packages, refer to WIOA Policy Number 18.

* Quarterly Performance Report

The **SUBGRANTEE** will submit a quarterly performance report to **MDES** detailing the project’s accomplishments. The report will be submitted within fifteen (15) calendar days of the end of each quarter.

* Governor’s Final Report

At the close of the subgrant, the **SUBGRANTEE** will provide a one (1) page synopsis for the Governor detailing how the grant funds were spent and highlighting the resulting accomplishments. The synopsis should be emailed to **MDES** contact in Section III.1 and included in the Closeout Package.

The **SUBGRANTEE** signifies, by the initials of the primary signatory below, that it will comply with the reporting requirements described above, and that failure to adhere to said requirements will constitute a violation of the subgrant terms and conditions.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Initials of Primary Signatory \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date

1. Representation Regarding Contingent Fees - The **SUBGRANTEE** represents that it has not retained a person to solicit or secure a State subgrant upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in the **SUBGRANTEE**’s bid or proposal.
2. Representation Regarding Gratuities - The bidder, offeror, or **SUBGRANTEE** represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 6-204 (Gratuities) of the Mississippi Personal Service Subgrant Procurement Regulations.
3. **Property and Equipment**
4. Property - Any property purchased or developed utilizing subgrant funds is subject to State and **MDES** policies governing ownership, procurement, management and inventory of WIOA/NDWG property.
5. Equipment - The **SUBGRANTEE** must receive written approval from **MDES** prior to the purchase and/or lease of any equipment with a useful life of more than one (1) year and a per unit acquisition cost of $5,000 or more, including costs directly related to the property’s final intended use.
6. A list of property and/or equipment to be purchased or leased using WIOA/NDWG funds under this subgrant is included or will be provided under separate cover.
7. **Procurement**

The **SUBGRANTEE** shall adhere to WIOA/NDWG and OMB procurement requirements, applicable provisions of the Public Procurement Review Board Regulations, and **MDES** procurement policies and procedures. The **SUBGRANTEE’s** procurement system shall maximize full and open competition and shall avoid restrictive practices. The **SUBGRANTEE** shall provide a copy of its procurement policies to **MDES** upon request.

1. **Prohibitions and Assurances**
2. Lobbying - The **SUBGRANTEE** certifies, by the initials of the primary signatory below, that it is in compliance with Section 319 of Public Law 101-121 and with 29 CFR 93, which restricts lobbying. The **SUBGRANTEE** shall make available, upon request, certification of compliance. The **SUBGRANTEE** shall also make available, upon request, lobbying disclosure information as required by 20 CFR 667.200 (e).

\_\_\_\_\_\_\_\_\_\_\_\_ Initials of Primary Signatory \_\_\_\_\_\_\_\_\_\_\_ Date

1. Drug-Free Workplace Certification - The **SUBGRANTEE** certifies that it complies with the requirements for a drug-free workplace, codified at 29 CFR Part 98.
2. Debarment and Suspension - The **SUBGRANTEE** certifies, by the initials of the primary signatory below, that it is not debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, Debarment and Suspension, codified at 29 CFR Part 98, and that it will not subcontract with individuals or organizations which are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs.

\_\_\_\_\_\_\_\_\_\_\_\_ Initials of Primary Signatory \_\_\_\_\_\_\_\_\_\_ Date

1. Clean Air Act - The **SUBGRANTEE** shall comply with all applicable requirements of Section 306 of the Clean Air Act (42 U.S.C. 1857 (h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the Environmental Protection Agency regulations (40 CFR Part 15).
2. Davis Bacon Act - The **SUBGRANTEE** shall comply with applicable provisions of the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by the DOL regulations (29 CFR Part 5 - Construction subgrants in excess of $2,000). This provision does not apply to WIOA/NDWG trainees.
3. Copeland Anti-Kickback Act - The **SUBGRANTEE** shall comply with the Copeland Anti-Kickback Act (18 U.S.C. 874) as supplemented by DOL regulations (29CFR Part 3).
4. Non-Employee Status of Trainees - Trainees in programs under this subgrant are not considered to be Federal, State, or **MDES** employees.
5. Employment Terms, Benefits and Working Conditions - All participants employed in subsidized jobs shall be provided benefits and working conditions at the same level and to the same extent as other employees working a similar length of time and doing the same type of work, except that no funds available under this subgrant may be used for contributions on behalf of trainees to retirement systems or plans.
6. Hatch Act - The **SUBGRANTEE** will comply with the provisions of the Hatch Act (5 U.S.C. 1501-1508 and 7324-7328) that limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
7. Political Activity - WIOA/NDWG funds shall not be provided for any program that involves political activities, pursuant to WIOA Section 195.
8. Public Law 93-348 - The **SUBGRANTEE** will comply with Public Law 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
9. E-Verify - **SUBGRANTEE** represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act Section 71-11-1, et seq of the Mississippi Code Annotated (Supp 2008), and will register and participate in the status verification system for all newly hired employees. The term “employee” as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, “status verification system” means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. **SUBGRANTEE** agrees to maintain records of such compliance and, upon request of the State, and approval of the Social Security Administration or Department of Homeland Security, where required, to provide a copy of each such verification to the State. **SUBGRANTEE** further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi. **SUBGRANTEE** understands and agrees that any breach of these warranties may subject **SUBGRANTEE** to the following: (a) termination of this Agreement and ineligibility for any state or public subgrant in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (b) the loss of any license, permit, certification or other document granted to **SUBGRANTEE** by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. In the event of such termination/cancellation, **SUBGRANTEE** would also be liable for any additional costs incurred by the State due to subgrant cancellation or loss of license or permit.
10. **Copyrights, Data, and Patent Rights**
11. The **SUBGRANTEE** shall comply with Section 36 (I)(8) of the OMB Circular known as the “Common Rule”.
12. Pursuant to the Common Rule, the **SUBGRANTEE** shall disclose to **MDES** any patent, copyright, invention, written product, or computer program developed or data assembled as a result of subgrant work within sixty (60) days of invention, development, or assembly.
13. **MDES**, the State of Mississippi, and USDOL shall have the right to patent any invention and copyright any written product or computer program developed by the **SUBGRANTEE** in performance of activities funded under this subgrant. Upon written request, the **SUBGRANTEE** shall transfer all pertinent information, specifications and right, title, and interest as directed by **MDES**.

Whereas, **MDES**, the State of Mississippi, and USDOL decline to request the transfer of rights, the **SUBGRANTEE** shall retain the rights, to each subject invention, document program, or data. In such event, **MDES**, the State of Mississippi, and USDOL shall have non-exclusive, non-transferable, irrevocable, paid up license to use the invention, document, program, or data.

1. **Grievances, Complaints, and Disputes** - The **SUBGRANTEE** may either adopt its own grievance and complaint procedure, which must comply with DOL and the State of Mississippi requirements for WIOA grievance procedures, or shall adopt and utilize MDES’s grievance and complaint procedures.

The **SUBGRANTEE** shall promptly notify **MDES** upon receiving any grievances or complaints filed against the **SUBGRANTEE** or its subcontractors regarding WIOA/NDWG.

The **SUBGRANTEE** must ensure that all subcontractors, including On-the-Job Training employers, have employee grievance procedures that address, at a minimum, the terms and conditions of WIOA employment. The **SUBGRANTEE** may in turn elect to allow its subcontractors to utilize either the **SUBGRANTEE’s** or **MDES’s** grievance and complaint procedures.

1. **Program Rules and Conditions**
2. The **SUBGRANTEE** shall conduct all subgrant activities at locations known to and approved in advance by **MDES**. Location changes shall require prior written consent by **MDES**.
3. All program, training and subsidized worksites shall observe health and safety standards as established and required by Federal and State laws and regulations.
4. Training and subsidized worksites must provide customers with assignments designed to keep them engaged in constructive activities overseen by skilled instructors or supervisors. Work assignments must correspond to each customer’s training area.
5. Worksites must keep accurate time and attendance records to substantiate the individual’s participation.
6. The **SUBGRANTEE** shall provide orientation, during which participants shall be informed of program requirements and objectives.
7. **Publicity and Public Announcements**
8. No funds provided under this subgrant shall be used for the preparation, printing, distribution, or use of any kit, pamphlet, booklet, publication, radio, television, or film presentation designed to lobby, support, or defeat legislation pending before the U. S. Congress or the State of Mississippi. No subgrant funds may be used to influence federal or state legislation or appropriations.
9. When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing programs funded in whole or in part by this subgrant, the **SUBGRANTEE** shall clearly state that the program will be financed with Federal funds. The **SUBGRANTEE** will acknowledge **MDES** as a funding source in any press releases, public statements or any other documents related to their WIOA/NDWG-funded operations. In addition, news releases should include information that the WIOA/NDWG-funded program is an equal opportunity program or indicate that discrimination in the WIOA/NDWG-funded program is prohibited by Federal law.
10. **Conflict of Interest**
11. Every reasonable course of action will be taken by the **SUBGRANTEE** in order to maintain the integrity of subgrant expenditures and to avoid any favoritism or illegal conduct. This subgrant will be administered in an impartial manner, free from improper personal, financial, or political gain.

1. The **SUBGRANTEE** shall have a written Code of Conduct. The Code of Conduct shall contain penalties, sanctions, or other disciplinary actions. The Code of Conduct shall apply to the **SUBGRANTEE’s** staff. The Code of Conduct shall ensure that no one in a decision-making capacity shall have an improper conflict of interest. The Code of Conduct shall also address nepotism.

1. **Subcontracts**
2. Subgrant work shall not be subcontracted, assigned, or delegated without **MDES’s** written consent. Subcontracts, if approved, shall contain applicable subgrant requirements. The **SUBGRANTEE** shall be responsible for subcontractor compliance and shall ensure that the subcontractor spends funds only for allowable activities. This paragraph does not apply to On-the-Job Training agreements with employers, Individual Training Accounts issued to participants, and Supportive Service payments delivered in accordance with **MDES** policies and procedures.
3. In compliance with Executive Orders 12876, 12900, 12928, and 13021, the **SUBGRANTEE** is strongly encouraged to provide subcontract opportunities to Historically Black Colleges and Universities, Hispanic Serving Institutions, and Tribal Colleges and Universities.
4. **Waivers and Severability**
5. A failure by **MDES** to exercise its subgrant rights shall not constitute a waiver of any subgrant right.
6. If any part of this subgrant is declared invalid by a court, the remaining parts shall remain in full force and effect.
7. **Resolution of Conflicting Provisions**

If any provision of this subgrant conflicts with Federal or State law, the conflict will be resolved by giving precedence in the following order:

1. The existing or hereinafter amended Workforce Innovation and Opportunity Act (WIOA) and the DOL’s rules relating to WIOA/NDWG;
2. State of Mississippi laws, rules, and directives, including the State WIOA plan and its modifications; and
3. This subgrant and its modifications.
4. **Independent Capacity of Subgrantee**

The parties declare that the **SUBGRANTEE** and any agents and employees of the **SUBGRANTEE**, are acting independently and are not officers, employees, or agents of **MDES** or the State of Mississippi.

1. **Jurisdiction**

This subgrant shall be construed and interpreted in accordance with the laws of the State of Mississippi, excluding its conflicts of law’s provisions, and any litigation with respect thereto shall be brought in the courts of the State. The venue of any action brought hereunder shall be Hinds County.

1. **Transparency**

 This subgrant, including any accompanying exhibits, attachments, and appendices, is subject to the “Mississippi Public Records Act of 1983,” codified as section 25-61-1 et seq., Mississippi Code Annotated and exceptions found in Section 79-23-1 of the Mississippi Code Annotated (1972, as amended). In addition, this subgrant is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008 (MATA), codified as Section 27-104-151 et seq. of the Mississippi Code Annotated (1972, as amended). Unless exempted from disclosure due to a court-issued protective order, this subgrant is required to be posted to the Department of Finance and Administration’s independent agency subgrant website for public access at http://www.transparency.mississippi.gov. Prior to posting the subgrant to the website, any information identified by the **SUBGRANTEE** as trade secrets, or other proprietary information including confidential vendor information, or any other information which is required confidential.