



## Grant Opportunity:

### MSC Career and Technical Ed Consortium Grant (7040)

#### Assurances

The Sub Recipient, by signing this document, certifies they have read all application documents, including any revised documents. The Sub Recipient agrees to comply with the approved application and all federal, state and local laws, ordinances, rules and regulations, public policies herein and all others as applicable.

#### Use of Funds

The use of funds shall be limited to that portion identified in the application materials and by any applicable state or federal laws. Funds may not be used for gifts or novelty items (unless individually and specifically approved) or for payments to vendors displaying exhibits for their profit. Funds should support the purpose and activities approved in the application.

- A. The Sub Recipient, in the conduct of activities under this award, shall submit such reports as may be required by the fiscal host. The fiscal host reserves the right to withhold funding if reporting requirements are not met.
- B. Reimbursement for travel and subsistence expenses actually and necessarily incurred by grantee in performance of this project will be paid if allowed in the approved budget, provided that the grantee shall be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than in the current "Commissioner's Plan," promulgated by the Commissioner of Minnesota Management and Budget (MMB). The current Commissioner's Plan can be viewed to obtain current maximum expense reimbursement rates (<https://mn.gov/mmb/employee-relations/labor-relations/labor/commissioners-plan.jsp>).
- C. The grantee will only be reimbursed for travel and subsistence outside Minnesota if it has received prior written approval for such out-of-state travel from MSC. Out of state travel may be requested using the form found at: <https://forms.gle/SrrKjS1NtNpC36QLA> . Each regional service cooperative has no authority to approve any of these expenditures after the fact.
- D. Prior approval is required for purchase of equipment at a cost of greater than \$5,000 per piece/unit. Equipment is not to be procured until MSC authorization is received. Said equipment may be requested using this form: <https://forms.gle/ns8fRoUBNtCjzJTd8> . In addition, each MSC is required to establish and maintain an inventory of said equipment purchases. As such, each MSC/Intermediate District must complete the inventory sheet located here: [https://docs.google.com/spreadsheets/d/1e8QA4MSX233mLezyUzToeSI46-raMEDZ1M\\_51OpjkCA/edit?usp=sharing](https://docs.google.com/spreadsheets/d/1e8QA4MSX233mLezyUzToeSI46-raMEDZ1M_51OpjkCA/edit?usp=sharing) . Equipment must be tagged/inventoried as a grant purchase and made available for inspection during monitoring/auditing activities. When the device is no longer needed, it must be managed or disposed of in accordance with applicable rules and regulations.

- E. Grant funds may not be used to pay for food for attendees unless deemed necessary and reasonable to accomplish a legitimate meeting, conference, or business for approved grant activities. If reimbursement for food is requested, please include brief narrative stating the reason for necessity in the documentation provided along with the claim form. Example: A working lunch might be allowable to ensure full participation by attendees and if training continues during the lunch.
- F. Sub Recipient shall not claim reimbursement until eligible expenses have been incurred and paid.
- G. For all funds, no claim for expenditures in excess of budget categories or program services submitted by the Sub Recipient will be allowed.
- H. Per [Minnesota Statutes 2022, section 471.345](#), municipalities as defined in subdivision 1, must follow service contracting and bidding requirements as stated, including prevailing wage rules for construction work of \$25,000 or more. Support documentation for the procurement processes must be retained. Support document for the procurement processes must be retained regardless of the source of funding.
- I. All contracts entered into by the Sub Recipient with a third party shall include: Detailed timeline, Description of services to be provided, dollar amounts, and a cancellation clause. Sub Recipient will verify the debarment and suspension status of 3<sup>rd</sup> parties.
- J. Grant funds shall not be used to supplant salaries and wages normally budgeted for an employee of the applicant/agency. Total time for each staff position paid through various funding streams financed in part or whole with grant funds shall not exceed one Full Time Equivalent (FTE) except in certain situations. The grantee must be prepared to disclose all required supporting documentation for salaries paid for their employees.

## **Financial and Administrative Provisions**

### **A. Records**

The Sub Recipient shall maintain books, records, documents and other evidence pertaining to the costs and expenses of implementing this application to the extent and in such detail as will accurately reflect all gross costs, direct and indirect, of labor materials, equipment, supplies, services and other costs and expenses of whatever nature. The Sub Recipient shall use generally accepted accounting principles. The Sub Recipient shall preserve all financial and cost reports, books of account and supporting documents and other data evidencing costs allowable and revenues and other applicable credits under this award which are in the possession of the Sub Recipient and relate to this award, for a period of no less than six years and the respective federal requirements where applicable. The Sub Recipient agrees to cooperate and provide any required documentation to the fiscal host in any examination and audit as a result of participating in this grant award. The Sub Recipient shall make available within a reasonable timeframe all requested documentation.

### **B. Liability**

The Sub Recipient shall indemnify and hold the Minnesota Service Cooperatives, its agents or employees harmless from any and all loss, damage, liability, cost or expense (including reasonable attorneys' fees and expenses) which the Minnesota Service Cooperatives may incur or suffer as a result of any claim of any kind whatsoever arising out of any act or omission by a Sub Recipient or any of their agents or employees.

### C. Conflict of Interest

In accordance with the [Minnesota Office of Grants Management Policy 08-01](#), the Sub Recipient will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or present the appearance of personal or organizational conflicts of interest, or personal gain.

### D. Amendments

Any amendment to an award 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 award or assurances, or their successors in office.

Grant Awardee: \_\_\_\_\_

Signature/Title: \_\_\_\_\_

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