

Grant Award Title:

Contract Number:

1. GENERAL INFORMATION

1.1 This Grant Agreement is entered into between the Missouri Department of Higher Education and Workforce Development (Department) and XXXXXX (Subrecipient). The Grant Agreement amount shall not exceed \$XX.XX for the Grant Agreement period of XX/XX/XXXX through XX/XX/XXXX .

1.2 Department has determined this award is subrecipient in nature as defined in 2 CFR § 200.331. **Subrecipient shall comply with all terms and conditions contained in Issuance 14-2023, Sub-recipient contract: Applicable Terms, Laws, and Regulations ([Issuance](#)), or its successor, which is incorporated by reference as if fully set forth herein. Subrecipient attests and agrees that it has read and understands all terms and conditions contained in the Issuance.**

1.3 Recipient agrees to all terms and conditions provided Terms and Conditions.

1.4 The Subrecipient must be in compliance with all laws regarding conducting business in the State of Missouri. The Subrecipient shall provide documentation of compliance upon request by the Department. Subrecipient agrees and understands that it is responsible for knowledge of and compliance with laws regarding conducting business in the State of Missouri. If Subrecipient is found in violation of any of the laws of conducting business in the State of Missouri, it shall be responsible for repayment of grant funds.

1.5 Unless otherwise stated in this Grant Agreement, the Subrecipient shall use the below information for any correspondence regarding this Grant Agreement:

Program Name: Missouri Department of Higher Education and Workforce Development

Office of Workforce Development

Program Contact:

Address:

Phone:

Email:

2. PURPOSE

2.1 **The purpose of the grant award is to [...]**

3. DELIVERABLES AND OUTCOMES

- 3.1 Subrecipient agrees to perform the following in exchange for receipt of the Grant Agreement funds as listed on Attachment 1, Contract Funding Sources.

4. REPORTS

- 4.1 The subrecipient must meet all reporting requirements in the Issuance.

5. BUDGET AND ALLOWABLE COSTS

- 5.1 The Subrecipient must follow all drawdown requirements in the [OWD Financial Manual](#), or its successor, and the Issuance.
- 5.2 The Department reserves the right to reallocate or reduce Grant Agreement funds at any time during the performance period due to underutilization of award funds or changes in the availability of program funds. The Department will provide the Subrecipient with thirty (30) days prior written notification of any reallocation.
 - 5.2.1 Indirect costs are those associated with the management and oversight of any organization's **activities** and are a result of all activities of the Subrecipient. Indirect costs may include such things as utilities, rent, administrative salaries, financial staff salaries, and building maintenance.
 - 5.2.2 The **Department** must ensure that every subaward that wishes to charge indirect costs to the project has an approved federally recognized indirect cost rate or cost allocation plan negotiated between the subrecipient and the Federal Government. If no approved rate exists, DHEWD must determine the appropriate rate in collaboration with the subrecipient. This rate is either:
 - a. A negotiated indirect cost rate between DHEWD and the subrecipient; which can be based on a prior negotiated rate between a different pass-through entity and the subrecipient; or
 - b. The de minimis cost rate.

5.2.3 If the Subrecipient has a Federally negotiated indirect cost rate from direct Federal funding, a copy of this agreement must be submitted to Grants@dhewd.mo.gov annually. If the Subrecipient wishes to negotiate an indirect cost rate or a cost allocation plan, the required documentation listed in Appendix VII of 2 CFR Part 200 and the DHEWD Financial Manual must be submitted to Grants@dhewd.mo.gov.

5.3 The Subrecipient shall maintain records for salary and wages charged under the Grant Agreement that accurately reflect the work performed.

6. AMENDMENTS

6.1 Any changes to this Grant Agreement shall be made only through execution of a written amendment signed and approved by an authorized signatory of each party.

7. MONITORING

7.1 The Department reserves the right to monitor the Subrecipient during the award period to ensure financial and programmatic compliance consistent with the Issuance.

7.2 If the Department deems a Subrecipient to be high-risk, the Department may impose special conditions or restrictions on the Subrecipient, including but not limited to those outlined in the [Sanctions Policy 08-2020](#) issuance, or its successor.

8. EQUIPMENT

8.1 Subrecipient agrees to comply with 2 CFR § 200.313 regarding purchases of equipment.

8.2 Equipment purchased by the Department and placed in the custody of the Subrecipient shall remain the property of the Department. The Subrecipient must ensure these items are safeguarded and maintained appropriately and return such equipment to the Department at the end of the program.

9. CONFIDENTIALITY

9.1 The Subrecipient shall safeguard Protected Personally Identifiable Information (PII) as defined in 2 CFR § 200.1. The Subrecipient agrees it assumes liability for all disclosures of Protected PII and breaches by the Subrecipient and/or the Subrecipient's subrecipients and employees.

10. AUTHORIZED PERSONNEL

- 10.1 The Subrecipient shall be responsible for assuring that all personnel are appropriately qualified and licensed or certified, as required by state, federal or local law, statute, or regulation, respective to the services to be provided through this Grant Agreement; and documentation of such licensure or certification shall be made available upon request.
- 10.2 The Subrecipient shall notify the Department in writing within 30 days after a change occurs in its primary personnel involved in managing this Grant Agreement.
- 10.3 Recipient agrees and understands it must comply with all E-Verify requirements described in the Issuance and at section 295.530, RSMo., and agrees to complete Exhibit B before DHEWD will release any funds to Subrecipient.
- 10.4 In performing its responsibilities under this Grant Agreement, the Subrecipient shall fully comply with the Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (2 CFR Part 200, as applicable, including any subsequent amendments

11. TERMINATION

- 11.1 The Department, in its sole discretion, may terminate the obligations of each party under this Grant Agreement, in whole or in part, effective immediately upon providing written notification to the Subrecipient if:
 - 11.1.1 State and/or federal funds are not appropriated, continued, or available at a sufficient level to fund this Grant Agreement; or
 - 11.1.2 A change in federal or state law relevant to this Grant Agreement occurs; or
 - 11.1.3 A material change of the parties to the Grant Agreement occurs; or
 - 11.1.4 By request of the Subrecipient.
- 11.2 Each party under this Grant Agreement may terminate the Grant Agreement, in whole or in part, at any time, for its convenience without penalty or recourse by providing the following written notice.
 - 11.2.1 The Department will provide written notice to the Subrecipient at least thirty (30) calendar days prior to the effective date of such termination.

12. SUBCONTRACTING

- 12.1 Any subaward and/or subcontract shall include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by the Subrecipient and the Department and to ensure compliance with state and federal law.

12.2 The Subrecipient shall be responsible for ensuring that any sub awardee(s) and/or subrecipient(s) are appropriately qualified and licensed or certified, as required by state, federal or local law, statute, or regulation, respective to the services to be provided through this Grant Agreement. The Subrecipient shall make documentation of such licensure or certification available to the Department upon request.

12.3 The Subrecipient shall notify all sub awardee(s) and/or subrecipient(s) of applicable Office of Management and Budget (OMB) administrative requirements, cost principles, other applicable federal rules and regulations, and funding source information as included herein.

13. OTHER TERMS AND CONDITIONS

13.1 The subrecipient agrees to comply with and complete the following Exhibits before the Department will make funds available to Subrecipient.

13.1.1 Exhibit A - FFATA

13.1.2 Exhibit B – E-Verify Affidavit of Work Authorization

13.1.3 Exhibit C – Vendor No Tax Due

13.1.4 Exhibit D – Secretary of State Business Registration

13.1.5 Exhibit E – Miscellaneous Information

13.1.6 Exhibit F – Anti-Discrimination Against Israel

13.1.7 Terms and Conditions

14. LIABILITY

14.1 No employee or officer, individual or collectively, of any party incurs or assumes any individual or personal liability of the execution of this Grant Agreement or by reason of the default of the performance of the terms hereof.

15. EXECUTION

15.1 This Agreement shall become effective upon signature of the final party.

16. GOVERNING LAW

16.1 This Grant Agreement shall be governed by the laws of the State of Missouri and venue shall be exclusive in the state courts of Missouri.

[Name of Subrecipient]

Signature

Date

Name

Title

Department of Higher Education and Workforce Development:

Signature
Dr. Bennett Boggs
Commissioner

Date

Signature
Julie Carter
Director, Office of Workforce Development

Date

Contract Funding Sources

The Contract Funding Source(s) identifies the total amount of funding and federal funding source(s) expected to be used over the life of this contract. The ALN number is the pass-through identification number for your Schedule of Expenditures of Federal Awards (SEFA), if one is required. You may reconcile your financial records to actual payment documents by going to the vendor services portal at <https://www.vendorservices.mo.gov/>. If the funding information is not available at the time the contract is issued, the Contractor will be notified in writing by the Department. Please retain this information with your official contract files for future reference.

State Obligation % / \$:

Federal Obligation % / \$

Contract Information:

Tracking #:	UEI #:	Activity Code:
Contract #:	Amendment #:	
Contract Title:		
Contract Start Date:	Contract End Date:	
Contractor Name:		

Federal Funding Information:

ALN #:	Research & Development:	Yes	No
ALN Name:			
Federal Award #:	Federal Obligation: \$		
Federal Agency:	Federal Award Name:		
Federal Award Year:	Project Code:		

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ALN Name:			
Federal Award #:	Federal Obligation: \$		
Federal Agency:	Federal Award Name:		
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ALN Name:			
Federal Award #:	Federal Obligation: \$		
Federal Agency:	Federal Award Name:		
Federal Award Year:	Project Code:		

Monthly Report Project Narrative Questions	Narrative
Please summarize details regarding collaboration, participant experience, outreach and outcomes, and any success stories for this past month.	
Are you on track to complete the Project requirements by the end of the contract period? (i.e. participant #s, expenditures)How can OWD assist with getting the project on track?	
Are you experiencing any challenges to meeting the Scope of Work requirements? Do you need technical assistance in removing some of those challenges or barriers?	
What factors, if any, have made achieving project goals easier?	
What factors, if any have made achieving project goals more difficult?	
Have any project staff changed since last month? If so, provide name and email address.	
How can your Special Project Advisor best assist you at this time?	
Additional Comments or Notes	

Attachment 3

Subrecipient:**Project:**

	Budget		Narrative
Administrative Costs:			
Admin	\$	-	
Admin Indirect	\$	-	
Administrative Costs Subtotal:	\$	-	
Program Costs:			
Personnel	\$	-	
Fringe Benefits	\$	-	
Travel	\$	-	N/A
Printing	\$	-	N/A
Equipment	\$	-	N/A
Supplies	\$	-	N/A
Contractual	\$	-	N/A
Other	\$	-	N/A
Program Indirect	\$	-	N/A
Participants Costs:			
Training	\$	-	
Participant Wages, Taxes, & Insurance	\$	-	N/A
Supportive Services	\$	-	
Pre-Employment			N/A
Transitional Jobs	\$	-	N/A
Internships and Job Shadowing	\$	-	N/A
Work Experience	\$	-	N/A
Other direct participant costs	\$	-	N/A
Program Costs Subtotal:	\$	-	
Total Budget:	\$	-	

Attachment 3 continued

Note: Remove line items not being used.

Subrecipient:**Project:**

	Budget	Narrative
Administrative Costs:		
Admin Salary & Fringe Benefits	\$ -	Salaries & fringe benefits for administrative staff working with the project.
Admin Other	\$ -	Other costs associated with operating the project such as supplies, space, travel, etc.
Admin Indirect	\$ -	Admin indirect costs associated with operating the project such as supplies, space, travel, etc.
Administrative Costs Subtotal:	\$ -	
Program Costs:		
Personnel	\$ -	staff salaries for operating the project
Fringe Benefits	\$ -	staff fringe, insurance, etc. for operating the project
Travel	\$ -	costs associated with staff travel
Printing	\$ -	flyers, pamphlets, etc.
Equipment	\$ -	
Supplies	\$ -	costs associated with office supplies - paper, printer ink, postage, etc.
Contractual	\$ -	Subrecipient, vendor contracts, workers comp. Subcontractor provided training (non-WIOA)
Other	\$ -	Report facilities/communication/other expenses here and provide narrative.
Program Indirect	\$ -	Program indirect costs associated with operating the project such as supplies, space, travel, etc.
Participants Costs:		
Training	\$ -	Participant training, ITA, OJT, Subcontractor provided training (WIOA), entrepreneurial skills, occupational skills, customized training, pre-apprenticeship, registered apprenticeship, workforce preparation activities to prepare individuals for unsubsidized employment or training, & incumbent worker
Participant Wages, Taxes, & Insurance	\$ -	Includes summer employment & other employment as available throughout the school year. This would include participant wages & fringe costs for payroll.
Supportive Services	\$ -	Funds expended for participants enrolled in allowable activities
Pre-employment	\$ -	costs associated with background checks, etc.
Transitional Jobs	\$ -	Time-limited, subsidized employment in the private, non-profit, or public sectors for individuals with barriers to employment who are chronically unemployed or have an inconsistent work history.
Internships and Job Shadowing	\$ -	A planned, structured learning experience that takes place in a workplace for a limited time. An internship may be arranged within the private for-profit sector, the non-profit sector, or the public sector.
Work Experience	\$ -	A planned, structured learning experience that takes place in a workplace for a limited time. Work experience may be paid or unpaid, as appropriate. Work experience may be arranged within the private for-profit sector, the non-profit sector, or the public sector.
Other direct participant costs	\$ -	Other direct participants costs, not otherwise noted. To include, but limited to: incentive payments
Program Costs Subtotal:	\$ -	
Total Budget:	\$ -	

**STATE OF MISSOURI
DEPARTMENT OF HIGHER EDUCATION AND WORKFORCE DEVELOPMENT**

TERMS AND CONDITIONS

This contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained herein. Any change must be accomplished by a formal signed amendment prior to the effective date of such change.

1. APPLICABLE LAWS AND REGULATIONS

- a. The contract shall be construed according to the laws of the State of Missouri (state). The contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract to the extent that the same may be applicable.
- b. To the extent that a provision of the contract is contrary to the Constitution or laws of the State of Missouri or of the United States, the provisions shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties unless terminated by consent of both the contractor and the state.
- c. The contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations.
- d. The contractor must timely file and pay all Missouri sales, withholding, corporate and any other required Missouri tax returns and taxes, including interest and additions to tax.
- e. The exclusive venue for any legal proceeding relating to or arising out of the contract shall be in the Circuit Court of Cole County, Missouri.
- f. The contractor shall only employ personnel authorized to work in the United States in accordance with applicable federal and state laws and Executive Order 07-13 for work performed in the United States.

2. INVOICING AND PAYMENT

- a. The State of Missouri does not pay state or federal taxes unless otherwise required under law or regulation. Prices shall include all packing, handling and shipping charges FOB destination, freight prepaid and allowed unless otherwise specified herein.
- b. The statewide financial management system has been designed to capture certain receipt and payment information. For each purchase order received, an invoice must be submitted that references the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
- c. The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of the state.
- d. Payment for all equipment, supplies, and/or services required herein shall be made in arrears unless otherwise indicated in the specific contract terms.
- e. The State of Missouri assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any unauthorized quantity is subject to the state's rejection and shall be returned at the contractor's expense.
- f. All invoices for equipment, supplies, and/or services purchased by the State of Missouri shall be subject to late payment charges as provided in section 34.055, RSMo.
- g. The State of Missouri reserves the right to purchase goods and services using the state purchasing card.

3. DELIVERY

Time is of the essence. Deliveries of equipment, supplies, and/or services must be made no later than the time stated in the contract or within a reasonable period of time, if a specific time is not stated.

4. INSPECTION AND ACCEPTANCE

- a. No equipment, supplies, and/or services received by an agency of the state pursuant to a contract shall be deemed accepted until the agency has had reasonable opportunity to inspect said equipment, supplies, and/or services.
- b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
- c. The State of Missouri reserves the right to return any such rejected shipment at the contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
- d. The State of Missouri's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the state may have.

5. CONFLICT OF INTEREST

Elected or appointed officials or employees of the State of Missouri or any political subdivision thereof, serving in an executive or administrative capacity, must comply with sections 105.452 and 105.454, RSMo, regarding conflict of interest.

6. WARRANTY

The contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by the state, (2) be fit and sufficient for the purpose intended, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect. Such warranty shall survive delivery and shall not be deemed waived either by reason of the state's acceptance of or payment for said equipment, supplies, and/or services.

7. REMEDIES AND RIGHTS

Revised 01/26/12

- a. No provision in the contract shall be construed, expressly or implied, as a waiver by the State of Missouri of any existing or future right and/or remedy available by law in the event of any claim by the State of Missouri of the contractor's default or breach of contract.
- b. The contractor agrees and understands that the contract shall constitute an assignment by the contractor to the State of Missouri of all rights, title and interest in and to all causes of action that the contractor may have under the antitrust laws of the United States or the State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or procured by the contractor in the fulfillment of the contract with the State of Missouri.

8. CANCELLATION OF CONTRACT

- a. In the event of material breach of the contractual obligations by the contractor, the state may cancel the contract. At its sole discretion, the state may give the contractor an opportunity to cure the breach or to explain how the breach will be cured. The actual cure must be completed within no more than 10 working days from notification, or at a minimum the contractor must provide the state within 10 working days from notification a written plan detailing how the contractor intends to cure the breach.
- b. If the contractor fails to cure the breach or if circumstances demand immediate action, the state will issue a notice of cancellation terminating the contract immediately. If it is determined the Department of Higher Education and Workforce Development improperly cancelled the contract, such cancellation shall be deemed a termination for convenience in accordance with the contract.
- c. If the state cancels the contract for breach, the state reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the state deems appropriate and charge the contractor for any additional costs incurred thereby.
- d. The contractor understands and agrees that funds required to fund the contract must be appropriated by the General Assembly of the State of Missouri for each fiscal year included within the contract period. The contract shall not be binding upon the state for any period in which funds have not been appropriated, and the state shall not be liable for any costs associated with termination caused by lack of appropriations.

9. BANKRUPTCY OR INSOLVENCY

Upon filing for any bankruptcy or insolvency proceeding by or against the contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the contractor must notify the state immediately. Upon learning of any such actions, the state reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the contractor responsible for damages.

10. INVENTIONS, PATENTS AND COPYRIGHTS

The contractor shall defend, protect, and hold harmless the State of Missouri, its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the contractor's performance or products produced under the terms of the contract.

11. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall agree not to discriminate against recipients of services or employees or applicants for employment on the basis of race, color, religion, national origin, sex, age, disability, or veteran status unless otherwise provided by law. If the contractor or subcontractor employs at least 50 persons, they shall have and maintain an affirmative action program which shall include:

- a. A written policy statement committing the organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination;
- b. The identification of a person designated to handle affirmative action;
- c. The establishment of non-discriminatory selection standards, objective measures to analyze recruitment, an upward mobility system, a wage and salary structure, and standards applicable to layoff, recall, discharge, demotion, and discipline;
- d. The exclusion of discrimination from all collective bargaining agreements; and
- e. Performance of an internal audit of the reporting system to monitor execution and to provide for future planning.

If discrimination by a contractor is found to exist, the state shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract, suspension, or debarment by the state until corrective action by the contractor is made and ensured, and referral to the Attorney General's Office, whichever enforcement action may be deemed most appropriate.

12. AMERICANS WITH DISABILITIES ACT

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall comply with all applicable requirements and provisions of the Americans with Disabilities Act (ADA).

13. FILING AND PAYMENT OF TAXES

The commissioner of administration and other agencies to which the state purchasing law applies shall not contract for goods or services with a vendor if the vendor or an affiliate of the vendor makes sales at retail of tangible personal property or for the purpose of storage, use, or consumption in this state but fails to collect and properly pay the tax as provided in chapter 144, RSMo. For the purposes of this section, "affiliate of the vendor" shall mean any person or entity that is controlled by or is under common control with the vendor, whether through stock ownership or otherwise.

14. COMMUNICATIONS AND NOTICES

Any notice to the contractor shall be deemed sufficient when deposited in the United States mail postage prepaid, transmitted by facsimile, transmitted by e-mail or hand-carried and presented to an authorized employee of the contractor.