GRANT NO. MIOSHA-**FY-#**

GRANT BETWEEN

THE STATE OF MICHIGAN

DEPARTMENT OF LABOR AND ECONOMIC OPPORTUNITY

AND

**GRANTEE NAME**

GRANTEE/ADDRESS:

**OFFICIAL**

**TITLE**

**GRANTEE NAME**

**ADDRESS**

**CITY, STATE, ZIP**

**TELEPHONE NUMBER**

GRANT ADMINISTRATOR/ADDRESS:

**NAME**

Grant Administrator

MIOSHA

Department of Licensing & Regulatory Affairs

530 W. Allegan Street

P. O. Box 30643

Lansing, MI 48909

(269) 275-7155

GRANT PERIOD: **INSERT FY DATES**

TOTAL AUTHORIZED BUDGET: $**0.00**

State Contribution: $**0.00**

SIGMA Vendor I.D: **XX0000000**

SIGMA Payment Address Code: **000**

ACCOUNTING DETAIL: Accounting Template No.: 1866747T003

**SECTION I - GRANT**

This is Grant #MIOSHA **FY-#** between the Department of Labor and Economic Opportunity (Grantor), and the **GRANTEE NAME** (Grantee), subject to terms and conditions of this grant agreement (Agreement).

**1.0 Statement of Purpose**

**(THIS SECTION IS TYPICALLY ONE PARAGRAPH IN LENGTH AND PROVIDES AN OVERVIEW OF THE PROJECT BEING FUNDED)**

**1.1 Statement of Work**

The Grantee agrees to undertake, perform, and complete the services described in the Grantee’s Proposal, Attachment A.

**(INSERT BRIEF DESCRIPTION OF THE PROJECT OR DELIVERABLES/SERVICES REQUESTED)**

**1.2 Detailed Budget**

(a) This Agreement does not commit the State of Michigan (State) or the Department of Labor & Economic Opportunity (LEO) to approve requests for additional funds at any time.

(b) If applicable, travel expenses will not be reimbursed at rates greater than the State Travel Rates, Attachment C, without the prior written consent of the Grant Administrator.

(c) Attachment B is the Budget. The Grantee agrees that all funds shown in the Budget are to be spent as detailed in the Budget.

Changes in the Budget of less than 15% of the total line item amount do not require prior written approval, but Grantee must provide notice to the Grant Administrator. Changes in the Budget equal to or greater than 15% of the total line item amount will be allowed only upon prior review and written approval by the Grant Administrator. A formal grant amendment must be signed by both the Grantor and Grantee.

**1.3 Payment Schedule**

The maximum amount of grant assistance offered is $**0.00**. An initial payment of 50% of the grant award shall be made to the Grantee upon receipt by the Grant Administrator of a signed Agreement. Upon submission of subsequent quarterly Financial Status Reports indicating a 50% spend down of the initial grant payment, a payment of 35% of the grant award will be made. The final payment of 15% of the grant award will be made upon review and approval of the final report along with documentation reflecting the actual expenses incurred. Progressive and final payments shall be subject to the Program Manager approval of the progress of the program and the quality of the work submitted**.  Funds for grant projects may not be used for any purpose other than those specified in this agreement.**

**1.4 Monitoring and Reporting Program Performance**

A. Monitoring. The Grantee shall monitor performance to assure that time schedules are being met and projected work by time period is being accomplished.

B. Quarterly Reports. The Grantee shall submit to the Grant Administrator **quarterly** performance reports that briefly present the following information:

1. Percent of completion of the project objectives. This should include a brief outline of the work accomplished during the reporting period and the work to be completed during the subsequent reporting period.

2. Brief description of problems or delays, real or anticipated, which should be brought to the attention of the Grant Administrator.

3. Statement concerning any significant deviation from previously agreed-upon Statement of Work.

C. A Final Report is required. The Grantee will do the following:

1. Submit a final report no later than **INSERT DATE**, for review by the Grant Administrator.

2. The final report will include the following information:

a. A summary of the project implementation plan and any deviations from the original project as proposed.

b. Accomplishments and problems experienced while carrying out the project activities.

c. Coordinated efforts with other organizations to complete the project.

d. Impacts, anticipated and unanticipated, experienced as a result of the project implementation.

e. Financial expenditures of grant money and other contributions to the project, in-kind and/or direct funding.

f. Any experience in applying the project products and anticipated “next steps”.

g. Actual Budget expenditures compared to the Budget in this Agreement. Include the basis or reason for any discrepancies.

**SECTION II – GENERAL AGREEMENT PROVISIONS**

**2.1  Authority ‑** The Consultation Education and Training Grant Program is authorized by Public Act 154 of 1974, as amended (MIOSHA).

**2.2  Definitions** **‑** When used in this agreement, the following terms shall have the meanings set forth below:

* 1. “Employee” means a person permitted to work by an employer.
  2. "Employer" means any person, firm, or corporation, including the State and its political subdivisions, agencies, and instrumentalities, and any person acting in the interest of such employer, who or which engages, suffers, or permits a person or persons to work.
  3. “Employs" means engages, suffers, or permits a person or persons to work.
  4. “Small establishment" means a single physical location or plant (manufacturing) where fewer than 100 persons are employed.
  5. “Employee group" means an official, collective organization (e.g., union, central council, local) or an unofficial collection of employees recruited or solicited to participate as a group.
  6. “Department" means the MICHIGAN DEPARTMENT OF LABOR AND ECONOMIC OPPORTUNITY.
  7. “Grant administrator" means the MIOSHA staff to oversee the activities outlined in the grant agreement.
  8. “Program Manager” means the designated individual within MIOSHA who is responsible for the general management of the CET Grants Program.
  9. “Agreement" means a negotiated grant agreement executed with the grantee that specifies the conditions of program management, fiscal management, program and fiscal monitoring, performance and evaluation agreeable to the department and the grantee.
  10. “Key personnel" means any professional staff position listed in the approved grant budget.  Included are individuals who provide admin­istration, instruction, curriculum development and technical assistance services.

**2.3   Eligible Applicants ‑** Only nonprofit organizations with a 501(c)(3) status capable of providing safety and health education and training and prevention services to employees or employers, employee or employer groups, especially employees/employers in small establish­ments are eligible. Applicants may be required to submit evidence of their nonprofit status.

**2.4   Project Changes -**

1. Changes in project outputs, expenditures, or procedures shall be authorized by the department prior to their implementation.

Changes that involve one or more of the following conditions must receive prior approval from the Grant Administrator:

(a) Change in key personnel,

(b) Change in the type of training provided,

(c) Change in the number of training sessions.

(d) Change in the performance objectives.

(e) Change in program expenditures as outlined in **Section II-C**, **Budget Considerations, Page 20**.

All requests for change shall be presented in writing to the Grant Administrator at least three weeks prior to the proposed implementation date.  Each request should include an explanation of the reason for and effect of the proposed alteration along with a detailed description of each deviation (i.e. change in time spent on training, movement of funds from one category to another, etc.).

**2.5 Delegation -** Grantee may not delegate any of its obligations under the Grant without the prior written approval of the State. Grantee must notify the State at least 90 calendar days before the proposed delegation and provide the State any information it requests to determine whether the delegation is in its best interest. If approved, Grantee must: (a) be the sole point of contact regarding all contractual project matters, including payment and charges for all Grant Activities; (b) make all payments to the subgrantee; and (c) incorporate the terms and conditions contained in this Grant in any subgrant with a subgrantee. Grantee remains responsible for the completion of the Grant Activities, compliance with the terms of this Grant, and the acts and omissions of the subgrantee. The State, in its sole discretion, may require the replacement of any subgrantee.

**2.6 Project Income -** To the extent that it can be determined that interest was earned on advances of funds, such interest shall be remitted to the Grantor. All other program income shall either be added to the project budget and used to further eligible program objectives or deducted from the total program budget for the purpose of determining the amount of reimbursable costs. The final determination shall be made by the Grant Administrator.

**2.7 Share-In-Savings -** The Grantor expects to share in any cost savings realized by the Grantee. Therefore, final Grantee reimbursement will be based on actual expenditures. Exceptions to this requirement must be approved in writing by the Grant Administrator.

**2.8 Order of Spending -** Unless otherwise required, Grantee shall expend funds in the following order: (1) private or local funds, (2) federal funds, and (3) state funds. Grantee is responsible for securing any required matching funds from sources other than the State.

**2.9   Purchase of Equipment -** The purchase of equipment not specifically listed in the Budget, Attachment B, must have prior written approval of the Grant Administrator. Equipment is defined as non-expendable personal property having a useful life of more than one year. Such equipment shall be retained by the Grantee unless otherwise specified at the time of approval.

**3.0 Accounting -** The Grantee shall adhere to the Generally Accepted Accounting Principles and shall maintain records which will allow, at a minimum, for the comparison of actual outlays with budgeted amounts. The Grantee's overall financial management system must ensure effective control over and accountability for all funds received. Accounting records must be supported by source documentation including, but not limited to, balance sheets, general ledgers, time sheets and invoices. The expenditure of state funds shall be reported by line item and compared to the Budget.

**3.1   Method of Payment -** An initial payment of 50% of the grant award shall be made upon execution of the grant. Upon submission of subsequent quarterly Financial Status Reports indicating a 50% spend down of the initial grant payment, a payment of 35% of the grant award will be made. The final payment of 15% of the grant award will be made upon review and approval of the final report along with documentation reflecting the actual expenses incurred.   Progressive and final payments shall be subject to the Program Manager approval of the progress of the program and the quality of the work submitted**.  Funds for grant projects may not be used for any purpose other than those specified in this agreement.**

**3.2   Records, Maintenance, Inspection, Examination and Audit ‑** The State or its designee may audit Grantee to verify compliance with this Grant. Grantee must retain, and provide to the State or its designee upon request, all financial and accounting records related to the Grant through the term of the Grant and for 4 years after the latter of termination, expiration, or final payment under this Grant or any extension (“Audit Period”). If an audit, litigation, or other action involving the records is initiated before the end of the Audit Period, Grantee must retain the records until all issues are resolved.

Within 10 calendar days of providing notice, the State and its authorized representatives or designees have the right to enter and inspect Grantee’s premises or any other places where Grant Activities are being performed, and examine, copy, and audit all records related to this Grant. Grantee must cooperate and provide reasonable assistance. If any financial errors are revealed, the amount in error must be reflected as a credit or debit on subsequent invoices until the amount is paid or refunded. Any remaining balance at the end of the Grant must be paid or refunded within 45 calendar days.

This Section applies to Grantee, any parent, affiliate, or subsidiary organization of Grantee, and any subgrantee that performs Grant Activities in connection with this Grant.

If the Grantee is a governmental or non-profit organization and expends the minimum level specified in OMB Uniform Guidance ($750,000 as of December 26, 2013) or more in total federal funds in its fiscal year, then Grantee is required to submit an Audit Report to the Federal Audit Clearinghouse (FAC) as required in 200.36.

**3.3 Competitive Bidding** **-** The Grantee agrees that all equipment procurement transactions involving the use of state funds in excess of $2,500.00 shall be conducted in a manner that provides maximum open and free competition. When competitive selection is not feasible or practical, the Grantee agrees to obtain the written approval of the Grant Administrator before making a sole source selection. Sole source contracts should be negotiated to the extent that such negotiation is possible.

**3.4   Liability** **-** The State is not liable for any costs incurred by the Grantee before the start date or after the end date of the Agreement. Liability of the State is limited to the terms and conditions of this Agreement and the grant amount.

The Grantee and all subgrantees are responsible for insuring that all precautions are exercised at all times for the protection of persons and property. Safety provisions of all Applicable Laws and building and construction codes shall be observed. The Grantee, and every subgrantee are responsible for compliance with all federal, state and local laws and regulations in any manner affecting the work or performance of this Agreement and shall at all times carefully observe and comply with all rules, ordinances, and The Grantee, and all subgrantees shall secure all necessary certificates and permits from municipal or other public authorities as may be required in connection with the performance of this Agreement.

**3.5   Intellectual Property** **-**

License to Grantor

Grantee grants to the Grantor a non-exclusive, royalty-free, site-wide, irrevocable, transferable license to use the Deliverables and related documentation according to the terms and conditions of this Agreement. For the purposes of this license, “site-wide” includes any State of Michigan office regardless of its physical location.

The Grantor may modify the Deliverable and may combine the Deliverable with other programs or materials to form a derivative work. The Grantor will own and hold all copyright, trademarks, patent and other intellectual property rights in a derivative work, excluding any rights or interest in Deliverable other than those granted in this Agreement.

The Grantor may copy each Deliverable to multiple hard drives or networks unless otherwise agreed by the parties.

The Grantor will make and maintain no more than one archival copy of each Deliverable, and each copy will contain all legends and notices and will be subject to the same conditions and restrictions as the original. The Grantor may also make copies of the Deliverables in the course of routine backups for the purpose of recovery of contents.

In the event that the Grantee shall, for any reason, cease to conduct business, or cease to support the Deliverable, the Grantor shall have the right to convert these licenses into perpetual licenses, with rights of quiet enjoyment, but subject to payment obligations not to exceed the then current rates.

**3.6 Safety** -The Grantee, and all subgrantees are responsible for insuring that all precautions are exercised at all times for the protection of persons and property. Safety provisions of all Applicable Laws and building and construction codes shall be observed. The Grantee, and every subgrantee are responsible for compliance with all federal, state and local laws and regulations in any manner affecting the work or performance of this Agreement and shall at all times carefully observe and comply with all rules, ordinances, and regulations. The Grantee, and all subgrantees shall secure all necessary certificates and permits from municipal or other public authorities as may be required in connection with the performance of this Agreement.

**3.7 General Indemnification** – Inasmuch as each party to this grant is a governmental entity of the State of Michigan, each party to this grant must seek its own legal representation and bear its own costs; including judgments, in any litigation which may arise from the performance of the grant. It is specifically understood and agreed that neither party will indemnify the other party in such litigation.

**3.8 Termination** **-**

1. Termination for Cause **-** The State may terminate this Grant for cause, in whole or in part, if Grantee, as determined by the State: (a) endangers the value, integrity, or security of any location, data, or personnel; (b) becomes insolvent, petitions for bankruptcy court proceedings, or has an involuntary bankruptcy proceeding filed against it by any creditor; (c) engages in any conduct that may expose the State to liability; (d) breaches any of its material duties or obligations; or (e) fails to cure a breach within the time stated in a notice of breach. Any reference to specific breaches being material breaches within this Grant will not be construed to mean that other breaches are not material.

If the State terminates this Grant under this Section, the State will issue a termination notice specifying whether Grantee must: (a) cease performance immediately, or (b) continue to perform for a specified period. If it is later determined that Grantee was not in breach of the Grant, the termination will be deemed to have been a Termination of Convenience, effective as of the same date, and the rights and obligations of the parties will be limited to those provided in Subsection B. Termination for Convenience.

The State will only pay for amounts due to Grantee for Grant Activities accepted by the State on or before the date of termination, subject to the State’s right to set off any amounts owed by the Grantee for the State’s reasonable costs in terminating this Grant. The Grantee must pay all reasonable costs incurred by the State in terminating this Grant for cause, including administrative costs, attorneys’ fees, court costs, transition costs, and any costs the State incurs to procure the Grant Activities from other sources.

2. Termination of Convenience **-** The State may immediately terminate this Grant in whole or in part without penalty and for any reason, including but not limited to, appropriation or budget shortfalls. The termination notice will specify whether Grantee must cease performance of the Grant Activities immediately. If the State terminates this Grant for convenience, the State will pay all reasonable costs, as determined by the State, for State approved Transition Responsibilities.

**3.9 Conflicts and Ethics** - Grantee will uphold high ethical standards and is prohibited from: (a) holding or acquiring an interest that would conflict with this Grant; (b) doing anything that creates an appearance of impropriety with respect to the award or performance of the Grant; (c) attempting to influence or appearing to influence any State employee by the direct or indirect offer of anything of value; or (d) paying or agreeing to pay any person, other than employees and consultants working for Grantee, any consideration contingent upon the award of the Grant. Grantee must immediately notify the State of any violation or potential violation of these standards. This Section applies to Grantee, any parent, affiliate, or subsidiary organization of Grantee, and any subgrantee that performs Grant Activities in connection with this Grant.

**4.0   Non-Discrimination -** Under the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, et seq., and the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, et. Seq., Grantee and its subgrantees agree not to discriminate against and employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, partisan considerations, or a disability or genetic information that is unrelated to the person’s ability to perform the duties of a particular job or position. Breach of this covenant is a material breach of this Grant.

**4.1   Unfair Labor Practices -** Under MCL 423.324, the State may void any Grant with a Grantee or subgrantee who appears on the Unfair Labor Practice register compiled under MCL 423.322.

**4.2 Force Majeure -** Neither party will be in breach of this Grant because of any failure arising from any disaster or acts of god that are beyond their control and without their fault or negligence. Each party will use commercially reasonable efforts to resume performance. Grantee will not be relieved of a breach or delay caused by its subgrantees. If immediate performance is necessary to ensure public health and safety, the State may immediately Grant with a third party.

**4.3 Media Releases** -News releases (including promotional literature and commercial advertisements) pertaining to the Grant or project to which it relates must not be made without prior written State approval, and then only in accordance with the explicit written instructions of the State.

**4.4 Website Incorporation** - The State is not bound by any content on Grantee’s website unless expressly incorporated directly into this Grant.

**4.5 Certification Regarding Debarment** -The Grantee certifies, by signature to this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal or State department or agency. If the Grantee is unable to certify to any portion of this statement, the Grantee shall attach an explanation to this Agreement.

**4.6   Illegal Influence -**

* 1. The Grantee certifies, to the best of his or her knowledge and belief that:

(a) No federal appropriated funds have been paid nor will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.

(b) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this grant, the Grantee shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

(c) The Grantee shall require that the language of this certification be included in the award documents for all grants or subcontracts and that all subrecipients shall certify and disclose accordingly.

The State has relied upon this certification as a material representation. Submission of this certification is a prerequisite for entering into this Agreement imposed by 31 USC 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

2. The Grantee certifies, to the best of his or her knowledge and belief that no state funds have been paid nor will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of any State agency, a member of the Legislature, or an employee of a member of the Legislature in connection with the awarding of any state contract, the making of any state grant, the making of any state loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state contract, grant, loan or cooperative agreement.

**4.7   Governing Law** ‑ This Grant is governed, construed, and enforced in accordance with Michigan law, excluding choice-of-law principles, and all claims relating to or arising out of this Grant are governed by Michigan law, excluding choice-of-law principles. Any dispute arising from this Grant must be resolved in Michigan Court of Claims. Grantee consents to venue in Ingham County, and waives any objections, such as lack of personal jurisdiction or forum non conveniens. Grantee must appoint agents in Michigan to receive service of process.

**4.8 Compliance with Laws** -Grantee must comply with all federal, state and local laws, rules and regulations.

**4.9 Disclosure of Litigation, or Other Proceeding** -Grantee must notify the State within 14 calendar days of receiving notice of any litigation, investigation, arbitration, or other proceeding (collectively, “Proceeding”) involving Grantee, a subgrantee, or an officer or director of Grantee or subgrantee, that arises during the term of the Grant, including: (a) a criminal Proceeding; (b) a parole or probation Proceeding; (c) a Proceeding under the Sarbanes-Oxley Act; (d) a civil Proceeding involving: (1) a claim that might reasonably be expected to adversely affect Grantee’s viability or financial stability; or (2) a governmental or public entity’s claim or written allegation of fraud; or (e) a Proceeding involving any license that Grantee is required to possess in order to perform under this Grant.

**5.0 Assignment** **-** Grantee may not assign this Grant to any other party without the prior approval of the State. Upon notice to Grantee, the State, in its sole discretion, may assign in whole or in part, its rights or responsibilities under this Grant to any other party. If the State determines that a

novation of the Grant to a third party is necessary, Grantee will agree to the novation, provide all

necessary documentation and signatures, and continue to perform, with the third party, its obligations under the Grant.

**5.1 Entire Grant and Modification**-This Grant is the entire agreement and replaces all previous agreements between the parties for the Grant Activities. This Grant may not be amended except by signed agreement between the parties.

**5.2   Grantee Relationship** - Grantee assumes all rights, obligations and liabilities set forth in this Grant. Grantee, its employees, and agents will not be considered employees of the State. No partnership or joint venture relationship is created by virtue of this Grant. Grantee, and not the State, is responsible for the payment of wages, benefits and taxes of Grantee’s employees and any subgrantees. Prior performance does not modify Grantee’s status as an independent Grantee.

**5.3   Dispute Resolution** **-** The parties will endeavor to resolve any Grant dispute in accordance with this provision. The dispute will be referred to the parties’ respective Grant Administrators or Program Managers. Such referral must include a description of the issues and all supporting documentation. The parties must submit the dispute to a senior executive if unable to resolve the dispute within 15 business days. The parties will continue performing while a dispute is being resolved, unless the dispute precludes performance. A dispute involving payment does not preclude performance.

Litigation to resolve the dispute will not be instituted until after the dispute has been elevated to the parties’ senior executive and either concludes that resolution is unlikely, or fails to respond within 15 business days. The parties are not prohibited from instituting formal proceedings: (a) to avoid the expiration of statute of limitations period; (b) to preserve a superior position with respect to creditors; or (c) where a party makes a determination that a temporary restraining order or other injunctive relief is the only adequate remedy. The Section does not limit the State’s right to terminate the Grant.

**5.4 Severability** -If any part of this Grant is held invalid or unenforceable, by any court of competent jurisdiction, that part will be deemed deleted from this Grant and the severed part will be replaced by agreed upon language that achieves the same or similar objectives. The remaining Grant will continue in full force and effect.

**5.5 Waiver** -Failure to enforce any provision of this Grant will not constitute a waiver.- The grantee shall agree that project reports and conclusions that contain specific references to persons, businesses, or organizations are confidential information of the department and that the conclusions will not be disclosed, in whole or in part, to any unauthorized person without the prior written consent of the grant administrator.

**5.6 Signatories**

The signatories warrant that they are empowered to enter into this Agreement and agree to be bound by it.

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**Gregory Rivet**                                              Date

Department of Labor and Economic Opportunity

State of Michigan

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**OFFICIAL** Date

**TITLE**

**GRANTEE NAME**

GRANT NO. MIOSHA **FY-#**