

GENERAL PROVISIONS
GRANTS AND COOPERATIVE AGREEMENTS

I. ADMINISTRATIVE PROVISIONS

This grant is subject to the following administrative standards and provisions, if applicable (Note: the term grant shall be understood to mean either a grant or cooperative agreement. The term grantee shall be understood to mean either a grantee or recipient of Federal Assistance):

- A. 29 CFR Part 95 - Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and other Non-profit Organizations, and with Commercial Organizations. (Does not apply to grants with state and local Governments and Indian Tribes);
- B. 29 CFR Part 97, Uniform Administrative Requirements for grants and Cooperative Agreements to State and Local Governments);
- C. 29 CFR Part 96 - Audits of Federally Funded Grants, Contracts and Agreements.
- D. 29 CFR Part 93 - Lobbying.
- E. 29 CFR Part 98 - Federal standards for Government-wide Debarment and Suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants).
- F. 29 CFR Part 99 - Audits of States, Local Governments, and Non-profit Organization.
- G. 29 CFR Parts 30,31,32,33 and 36 - Equal Employment Opportunity in Apprenticeship and Training; Nondiscrimination in Federally-Assisted Programs of the Department of Labor, Effectuation of Title VI of the Civil Rights Act of 1964; Nondiscrimination on the Basis of Handicap in Programs and Activities; and Nondiscrimination on the basis of sex in Education programs receiving or benefiting from Federal Financial Assistance.

II. MODIFICATIONS TO THE GRANT

A. Unilateral Modifications by Grant Officer

This grant may be unilaterally modified in writing by the Grant Officer whenever there has been a change in any Federal statute, regulation, Executive Order, or other Federal law, which, as determined by the U.S. Department

of Labor, is relevant to the financial assistance provided under the grant.

B. Grant Changes Requiring Grant Officer Approval

29 CFR Part 95 and 29 CFR Part 97.30, as applicable, set forth requirements for obtaining Grant Officer approval for deviations from the grant objectives, scope or budget. Expenditures requiring prior written approval are found in the applicable Federal Cost Principles listed in paragraph III of these General Provisions.

III. ALLOWABLE COSTS

Payment up to the amount specified in the grant shall be made only for allowable, allocable, and reasonable costs actually incurred in conducting the work under the grant. The determination of allowable costs shall be made in accordance with the following applicable Federal Cost Principles:

State and Local Governments - OMB Circular A-87
Educational Institutions and Hospitals - OMB Circular A-21
Non-profit Organizations - OMB Circular A-122
Profit-making Commercial Firms - Federal Acquisition Regulation (FAR) 48 CFR Part 31

IV. INTEREST EARNED AND PROGRAM INCOME

Requirements for the use and disposal of interest earned and program income are set forth in 29 CFR Part 95 and 29 CFR Part 97.21. When required to do so by this provision, the grantee shall remit promptly, but at least quarterly, interest earned on advances, to the Grant Officer. The grantee may keep interest amounts up to \$100 per year for administrative expenses.

If not otherwise addressed in this grant, program income earned during the period of the grant shall be added to funds committed to the project and used to further eligible program objectives.

V. PROPERTY ACQUISITION AND MANAGEMENT

29 CFR Part 95 requires prior Grant Officer approval for acquisition of non-expendable personal property with a unit acquisition cost of \$5000.00 or more unless it has been identified and itemized on the approved budget.

29 CFR Part 97.32 has the same requirements for nonexpendable property with a unit acquisition cost of \$5,000.00 or more. The Department of Labor reserves the

right to take title to any and all property with a unit acquisition cost of \$1,000.00 or more purchased with grant funds when the grant terminates or if the property is no longer required for its original purpose. A unit shall be construed in its broadest sense to encompass component parts, sets, etc.

29 CFR Part 95 and 29 CFR Part 97, as applicable, and any subsequent amendments thereto, must be followed in the acquisition, accounting for, and disposition of property and are incorporated into the grant.

VI. GRANT CLOSEOUT PROCEDURES

A. Definitions

1. Grant closeout. The closeout of a grant is the process by which a Federal grantor agency determines that all applicable administrative actions and all required work of the grant have been completed by the grantee and the grantor.
2. Date of completion. The date when all work under a grant is completed or the date in the grant award document, or any supplement or amendment thereto, on which Federal assistance ends, whichever comes first.
3. Disallowed costs. Disallowed costs are those charges to a grant which the grantor agency or its representative determines to be unallowable in accordance with the applicable Federal Cost Principles or other conditions contained in the grant.

B. Grants shall be closed out in accordance with the following procedures.:

1. Upon request, the grantor shall make prompt payments to a grantee for allowable reimburseable costs under the grant being closed out.
2. The grantee shall immediately refund to the grantor any balance of unobligated (unencumbered) cash advanced to the grantee that is not authorized to be retained by the grantee for use on other grants.
3. Within 90 days after completion of the grant the grantee shall submit all financial, performance and other reports required by the Grant Officer to close

out the grant. The Grant Officer may authorize extensions when requested by the grantee.

4. The Grant Officer shall make a settlement for any upward or downward adjustments to the Federal share of costs after these reports are received.

5. In the case of grants which include match/in-kind contributions, the grantee has a legal requirement to provide the total amount of match/in-kind contribution indicated on the face sheet of the agreement, as amended. Failure to provide this level of match/in-kind contribution shall result in the disallowance of all or part of otherwise allowable Federal share costs, equal to the total match/in-kind share committed to, less the share actually provided.

6. The grantee shall account for any property acquired with grant funds, or received from the Government in accordance with the provisions of 29 CFR Part 95, or 29 CFR Part 92.50(b)(15), whichever is applicable

7. In the event a final audit has not been performed prior to the closeout of the grant, the grantor shall retain the right to recover an appropriate amount after fully considering the recommendations on disallowed costs resulting from the final audit.

VII. SUSPENSION AND TERMINATION PROCEDURES

A. Definitions

1. Termination. Termination means the permanent withdrawal of the authority to obligate previously awarded grant funds before that authority would otherwise expire. It also means the voluntary relinquishment of that authority by the grantee or subgrantee.
2. Suspension. Depending on the contract, suspension means either, (a) An action by the Grant Officer which temporarily suspends Federal assistance under the grant pending corrective action by the grantee or pending a decision to terminate the grant by the Grant Officer; or (b) An action taken by a suspension official implementing Executive Order 12549 to immediately exclude a person from participating in grant transactions for a period, pending completion of an investigation and such legal or debarment proceedings as may ensue.

- B. When a grantee has failed to comply with the terms,

conditions or standards of the grant, the Grant Officer may, on reasonable notice to the grantee, suspend the grant, and withhold further payments, or prohibit the grantee from incurring additional obligations of grant funds, pending corrective action by the grantee or a decision to terminate in accordance with paragraph C below. The Grant Officer shall allow all necessary and proper costs which the grantee could not reasonably avoid during the period of suspension provided that they meet the provisions of the applicable Federal Cost Principles.

C. This grant may be terminated for cause or convenience.

1. Termination for cause. The Grant Officer may terminate

this grant in whole, or in part, at any time before the date of completion, whenever it is determined that the grantee has failed to comply with any term of the award, whether stated in a federal statute or regulation, an assurance, an application, a notice of award, or elsewhere. The Grant Officer shall promptly notify the grantee in writing of the determination and the reasons for the termination, together with the effective date. Payments made to the grantee or recoveries by the grantor under grants terminated for cause shall be in accord with the legal rights and liabilities of the parties .

2. Termination for convenience. This may only be accomplished as follows: (a) The grantor or grantee may terminate this grant in whole, or in part, when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The two parties shall agree upon the termination conditions, including the effective date and, in the case of partial terminations, the portion to be terminated. The grantee shall not incur new obligations for the terminated portion after the effective date, and shall cancel as many outstanding obligations as possible. The Grant Officer shall allow full credit to the grantee for the Federal share of the noncancellable obligations, properly incurred by the grantee prior to termination; or (b) by the grantee or subgrantee upon written notification to the awarding agency, setting forth the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination the awarding agency determines that the remaining portion of the award will not accomplish the purposes for which the award was made, the awarding agency may terminate the award in its entirety.

VIII. ENCUMBRANCE OF GRANT FUNDS

Grant funds may not be encumbered/obligated by the grantee prior to or after the grant period of performance. Encumbrances/obligations outstanding as of the end of the grant period may be liquidated (paid out) after the end of the grant period. Such encumbrances/obligations shall involve only specified commitments for which a need existed during the grant period and which are supported by approved contracts, purchase orders, requisitions, invoices, bills, or other evidence of liability consistent with the Grantee's purchasing procedures and incurred within the grant period. All encumbrances/obligations incurred during the grant period shall be liquidated within 90 days after the end of the grant period, if practicable.

IX. SITE VISITS

The grantor, through its authorized representatives, has the right, at all reasonable times, to make site visits to review project accomplishments and management control systems and to provide such technical assistance as may be required. If any site visit is made by the grantor on the premises of the grantee or a subgrantee/contractor under this grant, the grantee shall provide and shall require its subgrantees/contractors to provide all reasonable facilities and assistance for the safety and convenience of the Government representatives in the performance of their duties. All site visits and evaluations shall be performed in such a manner as will not unduly delay the work.

X. ORDER OF PRECEDENCE

In the event of any inconsistency between any provisions of this grant, the following order of precedence shall apply;

- A. Special Provisions
- B. General Provisions
- C. Applicable Solicitation for Grant Applications
- D. Grantee's Application for Federal Assistance

