



MICHIGAN WORKS! SYSTEM PLAN

JANUARY 1, 2013 – DECEMBER 31, 2013

PER PI
12 - 22

Michigan Works! is an equal opportunity program/employer. In accordance with the Americans with Disabilities Act (ADA), the information contained in this plan will be made available in alternative format (large type, audiotape, etc.) upon special request. Michigan Relay Center 1-800-649-3777 (Voice & TDD).

APPROVAL REQUEST

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1. Michigan Works! Agency (MWA) Region 7B Consortium	2. MWA No. 02
3. Plan Title(s) Michigan Works! System Plan (MWSP)	
4. Plan/Modification Number 12-22	5. Program Period 1/1/13 – 12/31/13

THE CHIEF ELECTED OFFICIAL(S) AND WORKFORCE DEVELOPMENT BOARD (WDB) HEREBY REQUEST APPROVAL OF THIS DOCUMENT

Authorized Chief Elected Official	Date 1/25/2013
Authorized Chief Elected Official	Date
Authorized Chief Elected Official	Date
WDB Chairperson	Date 1/17/2013

OWD-166 (2/02)

The Workforce Development Agency, State of Michigan (WDASOM), in compliance with applicable federal and state laws, does not discriminate in employment or in the provision of services based on race, color, religion, sex, national origin, age, disability, height, weight, genetic information, marital status, arrest without conviction, political affiliation or belief, and for beneficiaries only, citizenship or participation in any federally assisted program or activity.

The Approval Request must be in compliance with all acts and regulations pertinent to the referenced plan described. Non-compliance penalty results in withholding of funds.

**ACKNOWLEDGEMENT/ADHERENCE FOR
ASSURANCES
CERTIFICATIONS
AND
STIPULATIONS**

Acknowledgement /Adherence for the Michigan Works! System Plan (MWSP) Assurances, Certifications, and Stipulations

The Chief Elected Official (CEO)/Grant Recipient, the Workforce Development Board (WDB), and the Michigan Works! Agency (MWA) for the designated sub-state area, acknowledge the receipt of and adherence to each and all of the Assurances, Certifications, and Stipulations given in Section II, WDASOM PI 12-22, MWSP Instructions for Calendar Year (CY) 2013, the period of January 1, 2013 to December 31, 2013,” issued December 11, 2012, unless modified by the WDASOM, or as appropriate, modified by the WDASOM mutually with the signatories below or their designated approved alternates.

Michigan Works! Agency Name and Address

Region 7B Consortium

 402 N. First _____
 Harrison, MI 48625 _____

<u>Pete Hennard, Chair</u> Typed Name and Title of CEO	_____ CEO Signature	<u>1/25/2013</u> Date
<u>Jay Jacobs, Chair</u> Typed Name of WDB Chair Date	_____ WDB Chair Signature	<u>1/17/2013</u>
<u>Mark L. Berdan, Executive Director</u> Typed name of MWA Director	_____ MWA Director Signature	<u>1/25/2013</u> Date

NOTE: The Approval Request form and the Assurances, Certifications, and Stipulations Acknowledgment/Adherence form have the same signature blocks, and both forms are mandatory signed documents for the MWSP. MWAs may want to route the two forms together for signature.

A. ASSURANCES AND CERTIFICATIONS

NONDISCRIMINATION AND EQUAL OPPORTUNITY

1. The Workforce Investment Act (WIA) requires for all programs receiving financial assistance under Title I of WIA the following assurance:

As a condition to the award of financial assistance from the Workforce Development Agency, State of Michigan (WDASOM) under Title I of the WIA, the grant applicant assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

- Section 188 of the WIA of 1998, which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIA Title I-financially assisted program or activity;
- Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color, and 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; and
- Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

The grant applicant also assures that it will comply with 29 CFR Part 37 and all other regulations implementing the laws listed above. This assurance applies to the grant applicants operation of the WIA Title I-financially assisted program or activity, and to all agreements the grant applicant makes to carry out the WIA Title I-financially assisted program or activity. The grant applicant understands that the United States has the right to seek judicial enforcement of this assurance.

2. In connection with the performance of work, the Workforce Development Boards (WDBs) and Chief Elected Officials (CEOs) further agree or certify that the MWA will comply with the provisions of:
 - a. Executive Order 11246, as amended by 11375 (41 CFR parts 60-64);
 - b. Rehabilitation Act of 1973, as amended, Sections 503 (29 USC 793, Public Law (PL) 93-112;

- c. Americans with Disabilities Act of 1990 (42 USC 12101 et seq.), PL 101-336;
 - d. Pregnancy Discrimination Act of 1975 (92 Stat 2076), PL 95-555;
 - e. Civil Rights Act of 1964, Title VII (42 USC 2000 et seq.), PL 88-352;
 - f. Civil Rights Act of 1968, Title VIII (42 USC 300 et seq.), PL 90-284;
 - g. Civil Rights Restoration Act of 1991 (20 USC 1686-1688, 29 USC 706 and 709, 42 USC 2000[d]-4[a] and 6107), PL 100-259;
 - h. Affirmative Action Provisions of the Vietnam Era Veterans' Readjustment Assistance Act, as amended (38 USC 4218), PL 72-74;
 - i. Equal Pay Act of 1963, as amended (29 USC 206d), PL 88-38;
 - j. Elliott Larsen-Civil Rights Act, as amended (MCLA 37.2101 et seq.), 1976, Public Act (PA) 456;
 - k. Persons with Disabilities Civil Rights Act (MCLA 37.1101 et seq.), PA 220 of 1976;
3. The MWAs must comply with all applicable federal and state laws including, but not limited to the following:
- a. Immigration and Naturalization Act of 1986 (8 USC 1324a), PL 99-603;
 - b. Family and Medical Leave Act of 1993 (29 USC 2601), PL 103-3;
 - c. Older Americans Act of 1965, as amended (47 USC 3001 and 3056 et seq.), PL 89-73
 - d. Military Selective Service Act, Title I, Section 3, as amended (50 USC 453), PL 97-86;
 - e. Privacy Act of 1974 (5 USC 522a[e][3]), PL 93-579;
 - f. Whistle Blower's Protection Act (MCLA 15.361 et seq.), 1980, PA 469;
 - g. Federal Hatch Act (5 U.S.C. Sections 1501-1508);
 - h. Jobs for Veterans Act, PL 107-288 (Reference: Employment and Training Administration [ETA] Training and Employment Guidance Letter [TEGL] No. 5-03);

- i. Emergency Supplemental Appropriations Act for Defense, the Global War on Terror, and Hurricane Recovery, PL 109-234, which contains salary and bonus limitation requirements for U.S. Department of Labor (USDOL)/ETA, funded programs.
- j. Michigan Youth Employment Standards Act, as amended (MCLA 409.101-124), PA 90 of 1978; or the Federal Child Labor Regulations, Part 570, as amended, whichever is more stringent;
- k. Michigan Minimum Wage Law, as amended (MCLA 408.381-398), PA 154 of 1964;
- l. Michigan Payment of Wages and Fringe Benefits, as amended (MCLA 408.471-583), PA 390 of 1978; and Overtime Protection (MCLA 408.477), PA 390 of 1978;
- m. Michigan Workers' Disability Compensation Act, as amended (MCLA 418.101-941); and Administrative Rules, PA 317 of 1969;
- n. Michigan Open Meetings Act, as amended (MCLA 15.261 et. seq), PA 267 of 1976;
- o. Michigan Contracts with Employers Engaging in Unfair Practices, as amended (MCLA 423.321 et seq.), PA 278 of 1980;
- p. Michigan Occupational Safety and Health Act, as amended (MCLA 408.1001-1094), PA 154 of 1974;
- q. Michigan Right to Know Act (MCLA 408.1014a-1014n), PA 80 of 1986;
- r. MCL 35.1093 (PA 39 of 1994), insuring delivery of effective and equitable employment services to Veterans;
- s. Social Welfare Act 280, P.A. 1939, as amended (MCLA 400.55a and 400.56f);
- t. Title IV-F of the Social Security Act (PL 74-271), as amended;
- u. Michigan Welfare Policy Provisions; PA 223 of 1995;
- v. Title IV-A of the Social Security Act (PL 74-271), as amended;
- w. 45 CFR 201 through 257, and 260 through 265;
- x. Food Stamp Act of 1977 (PL 105-33), as amended;
- y. 7 CFR 271, 272, and 273;
- z. Workforce Investment Act of 1998;

- aa. 20 CFR Part et al. Workforce Investment Act; Final Rules
- bb. Reed Act Provisions of Title IX of the Social Security Act;
- cc. Trade Adjustment Assistance Reform Act of 1974, as amended;
- dd. The Wagner-Peyser Act of 1933, as amended;
- ee. The Michigan Employment Security Act of 1936, as amended;
- ff. 20 CFR Part 653, with respect to equitable services to migrant and seasonal farm-workers and other requirements;
- gg. American Recovery and Reinvestment Act of 2009.
- hh. Michigan Public Act 2 of 1968: Uniform Budgeting and Accounting Act, as amended;
- ii. Michigan Public Act 29 of 1995; Uniform Unclaimed Property Act;
- jj. 2 CFR Part 215 including Appendix A: Uniform Administrative Requirements for Grants and Agreements with Institutional of Higher Education, Hospitals, and Other non-Profit Organizations;
- kk. OMB Circular A-102: Grants and Cooperative Agreements with State and Local Governments;
- ll. Common Rule (29 CFR Part 97 and 45 CFR Part 92): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments;
- mm. 2 CFR Part 220: Cost Principles of Educational Institutions;
- nn. 2 CFR 225: Cost Principles for State, Local, and Indian Tribal Governments;
- oo. 2 CFR Part 230: Cost Principles for Non-Profit Organizations;
- pp. 48 CFR Part 31: Contract Cost Principles and Procedures [Commercial Organizations];
- qq. OMB Circular A-133; Audits of States, Local Governments, and Non-Profit Organizations;
- rr. Single Audit Act of 1984 (31 USC 7501);
- ss. Public Law 104-154-July 5, 1996m 104th Congress: Single Audit Amendments of 1996.
- tt. Section 5 of Appendix A of 29 CFR 95, 29 CFR 97.36(i)(8), 45 CFR Part 74, 45 CFR Part 92 Notice of awarding agency requirements and regulations pertaining to patent rights.

4. The WDASOM, or any of its authorized representatives, shall have the right of access to any and all pertinent documents, papers, or other records of grantees and subgrantees, which are pertinent to grant operations. This applies to all financial and programmatic records, supporting documents, statistical records of grantees or subgrantees, which are required to be maintained by Office of Management and Budget circulars, the grant agreement, federal regulations, or state policy for the purpose of conducting discrimination complaint investigations, Equal Opportunity (EO) compliance/monitoring reviews and for inspecting and/or copying policies, records and other materials, as may be pertinent, to determine compliance with and ensure enforcement of the non-discrimination and EO provisions of federal grant programs. Contracts with service providers of the grantees and subgrantees must have a provision which allows the department, or any of its authorized representatives, access to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making examinations or conducting reviews of grant operations as noted above.

B. STIPULATIONS

1. State Held Harmless - Indemnification

The MWA shall indemnify, defend, and hold harmless the state, its departments, divisions, agencies, sections, commissions, officers, employees, and agents from and against all losses, liabilities, penalties, fines, damages, and claims (including taxes), and all related costs and expenses (including reasonable attorneys' fees and disbursements and costs of investigation, litigation, settlement, judgment, interest, and penalty), arising from, or in connection with, any of the following:

- a. Any claim, demand, action, citation, or legal proceeding against the state, its employees, and agents arising out of, or resulting from: (1) the product provided, or (2) performance of the work, duties, responsibilities, actions, or omissions of the MWA, or any of its subcontractors, under this plan;
- b. Any claim, demand, action, citation, or legal proceeding against the state, its employees, and agents arising out of, or resulting from, a breach by the MWA of any representation or warranty made by the MWA in this plan;
- c. Any claim, demand, action, citation, or legal proceeding against the state, its employees, and agents arising out of, or related to, occurrences that the MWA is required to insure against as provided for in this plan;

- d. Any claim, demand, action, citation, or legal proceeding against the state, its employees, and agents arising out of or resulting from the death or bodily injury of any person, or the damage, loss, or destruction of any real or tangible personal property, in connection with the performance of services by the MWA, by any of its subcontractors, by anyone directly or indirectly employed by the MWA, or by anyone for whose acts the MWA may be liable; provided, however, that this indemnification obligation shall not apply to the extent, if any, that such death, bodily injury, or property damage is caused solely by the negligence or reckless or intentional wrongful conduct of the state;
- e. Any claim, demand, action, citation, or legal proceeding against the state, its employees, and agents which results from an act or omission of the MWA or any of its subcontractors in its capacity as an employer of a person;
- f. Any claim, demand, action, citation, or legal proceeding against the state, its employees, and agents incurred in connection with any action or proceeding threatened or brought against the state to the extent that such action or proceeding is based on a claim that any piece of equipment, software, commodity, or service supplied by the MWA or its subcontractors, or the operation of such equipment, software, commodity, or service, or the use or reproduction of any documentation provided with such equipment, software, commodity, or service infringes any United States or foreign patent, copyright, trade secret, or other proprietary right of any person or entity, which right is enforceable under the laws of the United States. In addition, should the equipment, software, commodity, or service, or the operation thereof, become, or in the MWA's opinion be likely to become, the subject of a claim of infringement, the MWA shall, at the MWA's sole expense: (1) procure for the state the right to continue using the equipment, software, commodity or service or if such option is not reasonably available to the MWA, (2) replace or modify the same with equipment, software, commodity, or service of equivalent function and performance so that it becomes non-infringing, or, if such option is not reasonably available to the MWA, (3) accept its return by the state, with appropriate credits to the state, against the MWA's charges and reimburse the state for any losses or costs incurred as a consequence of the state ceasing its use and returning it.

In any and all claims against the State of Michigan, or any of its agents or employees, by any employee of the MWA, or any of its subcontractors, the indemnification obligation under the contract shall not be limited in any way by the amount or type of damages, compensation, or benefits payable by or for the MWA under workers' disability compensation acts, disability benefits acts, or other employee benefits acts. This indemnification clause is intended to be comprehensive. Any overlap in subclauses, or the fact that greater specificity is provided as to some categories of risk, is not intended to limit the scope of indemnification under any other subclause.

2. Publication Rights

All interim, draft, and final reports and other documentation, including machine-readable materials produced by the MWA in connection with the work provided for under funds from the WDASOM, shall be deemed to be works for hire and all rights, including copyright and publication rights, shall vest in the state. The MWA shall acknowledge the WDASOM as the grantor of all funds when developing information for internal purposes or public dissemination, either in writing or oral presentation. This will include all printed, published, and other promotional materials of any kind, which MWAs may develop for informational reasons.

3. Cancellation

The state may cancel this plan for any of the following reasons:

- a. Default of the MWA: If the WDASOM identifies any action that would result in default by the MWA, the MWA shall be given an opportunity to correct such action. If the action is not corrected and default still exists, the state may immediately cancel the grant without further liability to the state, its departments, agencies, and employees. The state may procure the articles or services from other sources, and may hold the MWA responsible for any excess costs incurred.
- b. Lack of Further Need for the Service or Commodity: In the event that the state no longer needs the service or commodity specified in the plan due to program changes, changes in law, rules or regulations, relocation of offices, or insufficient funding, the state may cancel the contract without further liability to the state, its departments, agencies, and employees by giving the MWA written notice of such cancellation 30 days prior to the date of cancellation.
- c. Failure of the Legislature or the Federal Government to Provide the Necessary Funding: In the event that the legislature or the federal government fails to provide or terminates the funding necessary for this plan, the state may cancel the plan by providing written notice to the MWA 30 days prior to the date of cancellation provided; however, that in the event the action of the legislature or federal government results in an immediate absence or termination of funding, cancellation may be made effective immediately upon delivery of written notification to the MWA. In the event of a termination under this sub-paragraph, the MWA shall, unless otherwise directed by the state in writing, immediately take all reasonable steps to terminate its operations and to avoid, and/or minimize, further expenditures under the plan.

- d. Upon Order of a Court or Direction by the Federal Government: In the event of a court order halting or suspending activities under the plan or, in the case of a plan involving federal funds or otherwise subject to federal oversight, issuance of an order or directive by the federal government halting or suspending activities under the plan, the state shall promptly notify the MWA in writing of the entry or receipt of such order and shall direct the MWA to take immediate action in conformity with such order or directive. In the event of a termination or suspension of the plan under this sub-paragraph, the MWA shall, unless otherwise directed by the state in writing, immediately take all reasonable steps to terminate its operations and to avoid and/or minimize further expenditures under the plan.

- e. Criminal Conviction: The state may immediately cancel the plan without further liability to the state, its departments, agencies, and employees, if the MWA, or an officer of the MWA, is convicted of a criminal offense incident to the application for, or performance of, a state, public, or private contract or subcontract; or convicted of a criminal offense including, but not limited to, any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees; convicted under state or federal antitrust statutes; or convicted of any other criminal offense which in the sole discretion of the state, reflects on the WDB's business integrity.

4. Requirements for Participants

The state delegates to the MWA responsibility for the determination of participant eligibility for programs funded in whole, or in part, by the WDASOM.

5. Financial Responsibility and Liability

As the grant recipient, the CEO(s) for each local area is liable for all workforce development funds received through the WDASOM.

6. Records and Reports

The MWA shall provide to the state, and its designated agents, access and the right to examine and audit all records, books, papers, tapes, or documents related to the programs funded by the WDASOM.

7. Gratuities

The state may, by written notice to the grantee, terminate the right of the Grantee to proceed under this grant agreement if it is found, after notice and hearing, by the Grant Officer or a duly authorized representative, that the gratuities in the form of entertainment, gifts, or otherwise were offered or given by the Grantee to any officer or employee of the state with a view toward securing a grant agreement or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such grant agreement; provided that the existence of the facts upon which the Grant Officer or a duly authorized representative makes such findings shall be an issue that may be reviewed in any competent court.

ALL POWERS NOT EXPLICITLY VESTED IN THE MWA, WORKFORCE DEVELOPMENT BOARD, CEO, OR ADMINISTRATIVE ENTITY REMAIN WITH THE STATE.

A. CERTIFICATION REGARDING LOBBYING CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief that:

- (1) No federal appropriated funds have been paid or will be paid by, or on behalf of the undersigned, to any person for influencing, or attempting to influence, an officer or employee of an 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.
- (2) 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 federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements), and that all subrecipients shall certify and disclose accordingly.

This certification is a material representative of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. 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.

Region 7B Consortium
Michigan Works! Agency

Signature

Mark L. Berdan, Executive Director
Typed Name and Title of Certifying
Official
1/25/2013

Date

B. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 20 CFR Part 98, Section 98.510, Participants' Responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).

This certification is also required by the regulations implementing Executive Order 12689, Debarment and Suspension, 3 CFR 1989 Comp., p. 235.

- (1) The prospective recipient of federal assistance funds certifies, by submission of this proposal, that neither it, nor its principals, are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- (2) Where the prospective recipient of federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Mark L. Berdan, Executive Director

Name and Title of Authorized Representative

1/25/2013

Signature

Date
