

**CALHOUN INTERMEDIATE SCHOOL DISTRICT**

**Prisoner Reentry  
Structured Housing**

**REQUEST FOR PROPOSAL  
FISCAL YEARS 2012- 2013**

**PART TWO  
REQUIREMENTS FOR PRISONER REENTRY CONTRACTS,  
AS APPLICABLE**

**Note: The contents of Part II are revised as of the date of this RFP and are subject to revision at any time by CISD and/or the Michigan Department of Corrections.**

## I. PRISONER REENTRY PURPOSE AND GOALS

Prisoner Reentry is funded by the Michigan Department of Corrections. The vision of Prisoner Reentry is that every inmate released from prison will have the tools needed to succeed in the community.

The mission of the Prisoner Reentry is to reduce crime by implementing a seamless plan of services and supervision developed with each offender—delivered through state and local collaboration—from the time of their entry to prison through their transition, reintegration, and aftercare in the community.

The **GOALS** of the Prisoner Reentry are to:

- **Promote public safety** by reducing the threat of harm to persons and their property by released offenders in the communities to which those offenders return.
- **Increase success rates of offenders** who transition from prison by fostering effective risk management and treatment programming, offender accountability, and community and victim participation.

The Barry/Branch/Calhoun Prisoner Reentry Program is led by a local Prisoner Reentry Steering Team, and overseen by our local Workforce Development Board. These bodies are responsible for assessing the services available to returning parolees and the subsequent development of programs that use Prisoner Reentry funding to provide services to fill the gaps identified through the assessment.

## II. PRISONER REENTRY GENDER RESPONSIVE STRATEGIES

There are five general approaches to effectively managing and assisting women parolees:

1. Acknowledge that gender makes a difference.
2. Create an environment based on safety, respect, and dignity.
3. Develop policies, practices, and programs that are relational and promote healthy connections to children, family, significant others, and the community.
4. Address substance abuse, trauma, and mental health issues through comprehensive, integrated, and culturally relevant services and appropriate supervision.
5. Provide women with opportunities to improve their socioeconomic conditions.

### *Approaches to Addressing Gender Responsive Strategies*

#### Acknowledge That Gender Makes a Difference

- Allocate both human and financial resources to create women-centered services
- Designate a high-level administrative position for oversight of management, supervision, and services
- Recruit and train personnel and volunteers who have both the interest and the qualifications needed for working with women under criminal justice supervision.

### Create an Environment Based on Safety, Respect, & Dignity

- Conduct a comprehensive review of the institutional or community environment in which women are supervised to provide an ongoing assessment of the current culture.
- Develop policy that reflects an understanding of the importance of emotional and physical safety.
- Understand the effects of childhood trauma to avoid further trauma.
- Establish protocols for reporting and investigating claims of misconduct.
- Develop classification and assessment systems that are validated by samples of women offenders.

### Develop Policies, Practices, and Programs That Are Relational and Promote Healthy Connections

- Develop training for all staff and administrators in which relationship issues are a core theme. Such training should include the importance of relationships, staff-client relationships, professional boundaries, communication, and the mother-child relationship.
- Examine all mother and child programming through the eyes of the child (e.g. child-centered environment, context), and enhance the mother-child connection and to child caregivers and other family members.
- Promote supportive relationships among women offenders.
- Develop community and peer-support networks.

### Address Substance Abuse, Trauma, and Mental Health Issues

- Service providers need to be cross-trained in these three primary issues.
- Resources, including skilled personnel, must be allocated.
- The environment in which services are provided must be closely monitored to ensure the emotional and physical safety of the women being served.
- Service providers and criminal justice personnel must receive training in cultural sensitivity so that they can understand and respond appropriately to issues of race, ethnicity, and culture.

### Provide Women with Opportunities to Improve Their Socioeconomic Conditions

- Allocate resources within both community and institutional correctional programs for comprehensive, integrated services that focus on the economic, social, and treatment needs of women (jobs, family services, alcohol/drug and mental health treatment). Ensure that women leave prison and jail with provisions for short-term emergency services.
- Provide training, education, and skill-enhancing opportunities to assist women in earning a living wage.
- Provide sober living space in institutions and in the community.

## **III. PRISONER RENTRY EIGHT PRINCIPLES OF EVIDENCE BASED PRACTICES**

1. Assess Actuarial Risk/Needs.
2. Enhance Intrinsic Motivation.
3. Target Interventions.
  - a) *Risk Principle*: Prioritize supervision and treatment resources for higher risk offenders.
  - b) *Need Principle*: Target interventions to criminogenic needs.
  - c) *Responsivity Principle*: Be responsive to temperament, learning style, motivation, culture, and gender.
  - d) *Dosage*: Structure 40-70% of high-risk offenders' time for 3-9 months.
  - e) *Treatment*: Integrate treatment into the full sentence/sanction requirements.

4. Skill Train with Directed Practice (use Cognitive Behavioral treatment methods).
5. Increase Positive Reinforcement.
6. Engage Ongoing Support in Natural Communities.
7. Measure Relevant Processes/Practices.
8. Provide Measurement Feedback

### *Implementing Evidence Based Practices*

Implementing the principles of evidence-based practice in corrections is a tremendous challenge requiring strong leadership and commitment. Such an undertaking involves more than simply implementing a research recommended program or two. These 7 Guidelines provide insight into implementation.

#### **Limit new projects to mission-related initiatives**

- Clear identification and focus upon mission is critical within business and the best-run human service agencies.
- When mission scope creep occurs, it has a negative effect on progress, morale, and outcomes.

#### **Assess progress of implementation processes using quantifiable data**

- Monitoring system implementations for current, valid information regarding progress, obstacles, and direction changes is pivotal to project success.

#### **Acknowledge and accommodate professional over-rides with adequate accountability**

- No assessment tool, no matter how sophisticated, can (or should) replace a qualified practitioner's professional judgment. All professional over-rides need to be adequately documented, defensible, and made explicit.
- Focus on staff development, (research, skill development, management of behavioral/organizational change processes) within the context of a complete training or human resource development program
- Staff needs to develop reasonable familiarity with relevant research.
- Informed administrators, information officers, trainers, and other organizational ambassadors are necessary to facilitate this function in larger agencies or systems.

#### **Routinely measure staff practices (attitudes, knowledge, and skills) that are considered related to outcomes**

- Critical staff processes and practices should be routinely monitored in an accurate and objective manner to inform managers of the state of the operation.

#### **Provide staff timely, relevant, and accurate feedback regarding performance related to outcomes**

- At an organizational level, gaining appreciation for outcome measurement begins with establishing relevant performance measures. Keys: If a certain kind of performance is worth measuring, it's worth measuring right (with reliability and validity); Any kind of staff or offender activity is worth measuring if it is reliably related to desirable outcomes; If performance measures satisfy both the above conditions, these measures should be routinely generated and made available to staff and/or offenders, in the most user-friendly manner possible.

**Utilize high levels of data-driven advocacy and brokerage to enable appropriate community services**

- In terms of producing sustained reductions in recidivism, the research indicates that the treatment service network and infrastructure is the most valuable resource that criminal justice agencies can access.
- Collaborating and providing research and quality assurance support to local service providers enhances interagency understanding, service credibility, and longer-term planning efforts. It also contributes to the stability and expansion of treatment services.

**IV. GENERAL PROVISIONS**

Michigan Works!-Calhoun Intermediate School District (Michigan Works!-CISD) and the contractor agree to the following:

- A. If, through any cause, the contractor fails to fulfill in a timely and proper manner the obligations under this agreement, or if the contractor violates any of the provisions or stipulations of this agreement, the Michigan Works!-Calhoun Intermediate School District shall have the right to terminate the agreement by giving written notice to the contractor of such termination at least ten (10) days prior to the effective date of termination. In such event, any and all finished and unfinished documents, data and reports prepared by the contractor under this agreement will, at the option of the Michigan Works!-Calhoun Intermediate School District, become the property of the Michigan Works!-Calhoun Intermediate School District. The contractor will be entitled to receive just and equitable compensation for any work satisfactorily completed under the agreement. Notwithstanding the above, the contractor will not be relieved of liability to the Michigan Works!-Calhoun Intermediate School District through any breach of this agreement by the contractor Michigan Works!-Calhoun Intermediate School District may withhold payments to the contractor for the purpose of setoff, until such time as the exact amount of damages is determined.
- B. The contractor agrees to perform all services within the guidelines set forth in this agreement. The Michigan Works!-Calhoun Intermediate School District staff reserves the right to review all services and operations carried out by the contractor under this agreement.
- C. In the event that the contractor fails to fulfill any of the terms or conditions of this agreement in a timely and diligent manner, as determined by the Michigan Works!-Calhoun Intermediate School District, Michigan Works!-Calhoun Intermediate School District reserves the right to reduce the project budget in a manner which reflects such reduction or termination. Written notification of this action shall be transmitted to the contractor, allowing the contractor five (5) days to respond.
- D. The contractor shall save harmless Michigan Works!-Calhoun Intermediate School District, the Workforce Development Board, the Prisoner Reentry Steering Team and the State of Michigan from all damages, costs, and expenses that the contractor may incur as a result of any activities of the contractor or its employees, participants, agents, or servants that may arise out of this agreement. The personnel employed by the contractor will not hold themselves out as employees of the Calhoun Intermediate School District or

the State of Michigan, nor will the contractor enter into any contracts under the name of the Calhoun Intermediate School District or the State of Michigan.

- E. Modifications to this agreement will be bilateral in nature except when required by changes in U.S. Department of Labor or the Workforce Development Agency, State of Michigan regulations, policies, or funding, or when required by a change in State or Federal law. Modifications must be in writing, as an amendment to this agreement. Michigan Works!-Calhoun Intermediate School District reserves the right to modify this agreement. The change must be reasonable and fair within the contemplation of the parties at the time the contract was originally entered into and signed. If additional funding is requested by the contractor, Michigan Works!-Calhoun Intermediate School District reserves the right to perform a cost/price analysis to determine that the funding increase is within the scope of the contract and that the costs are fair and reasonable.
- F. Either party (Michigan Works!-Calhoun Intermediate School District or the contractor) may terminate this agreement with ten (10) days written notice.
- G. If any provision of this agreement is held invalid, the remainder of the agreement will not be affected.
- H. The contractor will administer this agreement in compliance with applicable standards of conduct for the purpose of maintaining the integrity of the program and avoiding any conflict of interest leading to personal, financial or political gain. The contractor will avoid situations that give rise to any suggestion that decisions were influenced by prejudice, bias, special interest or personal gain.
- I. Michigan Works!-Calhoun Intermediate School District reserves the right to require immediate replanning or modification to recapture unexpended funds, or to take other appropriate action.
- J. The contractor agrees that changes in the programs are possible due to new or revised regulations, and it is agreed that any such changes will be incorporated into the programs. All funding is contingent upon availability of Federal or other funding and continued authorization for program activities, and is subject to amendment or termination due to lack of funds or authorization.
- K. Michigan Works!-Calhoun Intermediate School District reserves the right to terminate this agreement for infringement of the regulations set forth in the program's funding legislation and/or the Michigan Works!-Calhoun Intermediate School District's regulations governing program operations.
- L. The contractor will provide written assurance that arrangements have been made for appropriate fidelity bond coverage, which shall be in the form of a blanket position bond, with an approved corporate surety covering any and all officers and employees of the project sponsor who are involved in the activities of the project. Persons who handle only petty cash or are authorized only to sign payment vouchers need not be bonded. The amount of the bond shall be the lower of the following:
  - 1. \$100,000 OR
  - 2. The highest request for payment planned for the present grant year.

The written assurance may consist either of a letter from a bonding company or its authorized agent, addressed to the Workforce Development Director of Michigan Works!- Calhoun Intermediate School District stating:

- a. Type of bond
- b. Amount
- c. Period of coverage
- d. Positions covered

If the project sponsor or grant subrecipient is already bonded, the letter of assurance should indicate that the appropriate officials are already bonded and include a certificate of insurance naming Michigan Works!-Calhoun Intermediate School District as certificate holder. The certificate is available from either the insurance company or its authorized agent. An example is available from Michigan Works!-Calhoun Intermediate School District Workforce Development Office.

This coverage is required by the U.S. Department of Labor and the State of Michigan to protect Federal funds. Such assurance shall be submitted prior to requesting reimbursement.

- M. The contractor will provide written assurances in form of insurance certificates documenting that the agency has public liability, property damage, and workers' compensation insurance insuring the interests of all parties to this agreement against any and all claims which may arise out of the contractor's operations under the terms of this agreement, or as a unit of government pledge self-insurance under the same terms and conditions. The name of the state and the grant agreement number must be shown on the certificate of insurance to assure correct filing. It is agreed that in the event that any carrier of such insurance exercises cancellation, notice will be made immediately to the Michigan Works!-Calhoun Intermediate School District of such cancellation.
- N. All records pertinent to this agreement, including financial, statistical, property, participant, and supporting documentation, will be retained for a period of ten (10) years from the date of final payment of this agreement, or until all audits are complete and findings on all claims have been finally resolved. The contractor must obtain the written approval of the Michigan Works!-Calhoun Intermediate School District prior to the disposal of any such records at any time.
- O. At any time during normal business hours and as often as Michigan Works!-Calhoun Intermediate School District or the Workforce Development Agency, State of Michigan may deem necessary, the contractor will make available to the Michigan Works!-Calhoun Intermediate School District or its designee for examination, all of its records with respect to all matters covered by this agreement. Michigan Works!- Calhoun Intermediate School District, the Comptroller General of the United States, and the Workforce Development Agency, State of Michigan will have the authority to audit, examine, and make excerpts or transcripts from records, including all contracts, invoices, materials, payrolls, records of personnel, conditions or employment and other data relating to all matters covered by this agreement.

When fiscal or special audit determines that the contractor has expended funds which are questioned under the criteria set forth herein, the contractor will be notified and given the opportunity to justify questioned expenditures prior to the final determination of disallowed costs, in accordance with procedures established under the funding legislation. The contractor will be responsible for the repayment of any and all disallowed costs.

- P. The contractor will not assign this agreement or any part of this agreement, without the written approval of the Michigan Works!-Calhoun Intermediate School District, but in no case will such consent relieve the contractor from the obligation under, or change the terms of, this agreement. The contractor will not transfer or assign any funds obligated or due under this agreement without the prior written approval of Michigan Works!-Calhoun Intermediate School District. The transfer or assignment of any funds obligated under this agreement, either in part or in whole, will cause the annulment of said transfer or assignment by Michigan Works!-Calhoun Intermediate School District.
- Q. The contractor will comply with the all regulations set forth in the applicable funding legislation.
- R. The contractor receiving Prisoner Reentry funding will not initiate contact with the media, i.e. marketing events, press conferences, interviews etc. without the advance approval of the Prisoner Reentry Community Coordinator. All marketing, public presentations and public relations activities will be conducted by the Prisoner Reentry Community Coordinator.
- S. The contractor will submit copies of appropriate reports of federal, state and local payroll and social security tax payments made by the agency. Failure to make such payments may result in termination of this agreement, per General Provision "A".
- T. The contractor will utilize the Grievance Procedures set forth in this agreement to settle any protest, dispute or claim that may arise in the performance of the services required under this agreement.
- U. The contractor will comply with the requirements and regulations regarding patent rights with respect to discovery or invention that is developed under this agreement. Likewise, the contractor will comply with applicable requirements and regulations regarding copyrights and rights in data.
- V. It is understood and agreed that, unless otherwise specified in the agreement, the program will be implemented to operate without any shutdowns for the entire program year under the existing funds and regardless of the number of customers served.
- W. The contractor agrees to adopt the most updated program forms and other program documents when such forms or documents are revised. The contractor agrees to utilize the most updated version, which is either contained in this contract, in the most updated program manual or guide, or is otherwise provided to the contractor by Michigan Works!-CISD staff or MDOC.
- X. Depending on the funded program, the contractor may be responsible for establishing accounts with Internet providers and maintaining Internet connections in order to meet program-related technology needs. The contractor agrees to fully cooperate with the

CISD Department of Technology and follow established procedures for any purchasing, maintenance and repair of technology software and equipment. Any new purchase of technology software or equipment is to be approved in advance by the CISD Department of Technology and the Michigan Works!-CISD Workforce Development Director.

All of the technology equipment purchased with grant funds is deemed the property of the State and cannot be altered, moved or disposed of by the contractor without prior written approval by the Michigan Works!-CISD. (See Procurement Policy for further information.)

- Y. The contractor will develop and maintain strong connections with other partners in the Michigan Works! One-Stop service delivery system. The contractor will stay current with the programs and services offered by the partner agencies and will make referrals to the appropriate service providers, as appropriate, in order to ensure that needed services are obtained by the customers.
- Z. Current and new staff will complete training as recommended and provided by Michigan Works!-CISD in order to possess basic competencies for their work.
- AA. Designated partner agencies holding the lease for a particular Service Center will be responsible for ensuring the maintenance and upkeep of that building in conjunction with the landlord. The designated partner agency at each Center will also be the lead agency to coordinate on these building-related issues with partner agencies housed in that center and, in doing so, will facilitate regular meetings (at least quarterly) of the building committee at that center.
- BB. Should a contract be awarded to an organization that is not the current service provider, the new service provider will be responsible for all programs activities and participants carried into the new program year. A plan will be developed to ensure that a smooth and efficient transition takes place. The current contractor will be expected to cooperate fully with this transition including but not limited to the full updating of participant files, the transfer of all equipment, furniture, supplies and other materials purchased with program funds, and the timely sharing of programmatic information as requested by Michigan Works!-CISD for a smooth transition.

## **V. CUSTOMER SERVICE STANDARDS (REVISED JUNE 2009)**

The contractor agrees to abide by the following Customer Service Standards as they provide services to business and job seeker customers:

1. Every telephone call will be returned as quickly as possible and no later than 2 working days
2. Routine information requests will be processed as quickly as possible and no later than 2 working days
3. Basic services to job seekers will be initiated upon customer contact
4. Basic services to employers will be initiated as quickly as possible and no later than 1 working day

5. Customer information will be entered on the appropriate electronic systems within the specified timelines depending on the information and electronic system.
6. Customers will be contacted to schedule an appointment as quickly as possible and within 5 business days.
7. The length of wait for an appointment will be no longer than 15 minutes, unless the customer is notified of a lengthier delay
8. Employer requests for applicant referrals or other services will be handled by the Contractor or transferred to appropriate agencies within the timeline specified by the employer.
9. Job search skill training (group or individual) will be available on a monthly basis (as applicable)
10. Customers will be treated with respect, courtesy and dignity by Michigan Works! staff
11. Staff will model appropriate workplace behaviors at all times
12. Services provided through the Michigan Works! system will be designed and implemented to be responsive to customer needs.

## **VI. REPORTS & COMMUNICATION REQUIRED**

The Prisoner Reentry contractor is required to input data into the MDOC Data Collection Spreadsheet in accordance with MDOC requirements. This is an Excel Spreadsheet that documents services provided to participants each month. The contractor will complete the spreadsheet and forward it as directed by the CISD to meet MDOC requirements.

The contractor may be responsible for maintaining an electronic data entry system to be provided by the Michigan Works!-CISD/MDOC. In that case, the contractor will be asked to maintain Internet access, make staff available for data entry/MIS training, maintain the hardware/software in original condition (ownership will remain vested in Michigan Works!-CISD), and follow established MIS procedures.

The contractor must maintain complete participant files in a central location. Files must be accessible for Michigan Works!-CISD audit throughout the program and to the Prisoner Reentry Community Coordinator and for coordination purposes.

The contractor must submit monthly narrative reports to the CISD Michigan Works! Team (within 5-days of month's end), a detailed year-end narrative report, and required financial reports in a complete and timely manner (within 30-days of contract termination). In addition, the provider will submit any other reports required by the Workforce Development Board, the Prisoner Reentry Steering Team, Community Coordinator and/or Michigan Department of Corrections.

**The contractor agrees to submit ALL of the following reports within the timelines indicated.**

- The contractor will forward a list of staff assigned to the grant or program, by name, job title and location, and including phone and email address, to Michigan Works!-Calhoun Intermediate School District at the start of this agreement. Any changes to staffing will be reported immediately to the Michigan Works!-CISD staff.

- On at least a monthly basis and no later than the 5<sup>th</sup> business day following the end of the month, the contractor will submit the financial report forms and requests for reimbursement.
- The contractor will submit monthly progress reports showing program progress. These reports are due within five business days of the end of each month and are to be submitted to Michigan Works!-Calhoun Intermediate School District. The monthly report information and form will be specific to each program
- The contractor will submit the following EO Report to Michigan Works!-Calhoun Intermediate School District EO Officer prior to the start date of the agreement.

**Employment Status for**  
 Minority, Female, Older Worker, Disabled  
 Michigan Department of Labor  
 Bureau of Employment Training/Governor's Office for Job Training  
 P.O. Box 30015, Lansing, MI 48909

Minority Population Base		Authority: Job Training Partnership Act, P.L. 97-300, 1982 Completion: Mandatory Penalty: None	The Department Of Labor will not discriminate against any individual or group because of race, sex, religion, age, national origin, color, marital status, disability or political beliefs.
State of Payroll for Workforce Breakdown (section A)			
Residency Required Yes <input type="checkbox"/> No <input type="checkbox"/>	Job Classifications Excepted (If any)	Signature of Recipient/Contractor	

Instructions: Complete all sections above and below.

1. Fill-in minority population figure for your area by referring to the listing of minority population percentages in the attachment.
2. In the column headed "% Minority," circle each percentage which is less than minority available for your area. That will identify minority under-utilization within your workforce.
3. In the column headed "% Females," circle each percentage which is less than the % of females in the labor force in your area.

Current Employees	Total # Employed	African American		Latino		Native American		Asian American		Total Female	% Female	Total Minority	% Minority	Disabled	Older Worker (55+)
		M	F	M	F	M	F	M	F						
Job Categories		M	F	M	F	M	F	M	F						
Officials/Administrators															
Professionals															
Technicians															
Protective Services															
Para-Professionals															
Office/Clerical															
Skilled-Craft															
Service Maintenance															
Totals															

**New Hires**

Hires within last year															
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**Wage Ranges**

Annual Salary	Officials/Admin	Professionals	Technicians	Protective Serv.	Para-Pros.	Office/Clerical	Skilled-Craft	Serv. Maintenance
Minimum	\$	\$	\$	\$	\$	\$	\$	\$
Minimum	\$	\$	\$	\$	\$	\$	\$	\$

- The contractor will report any profit/income generated, as defined in the Fiscal Accountability section.
- The contractor will submit a final detailed narrative report to Michigan Works!-Calhoun Intermediate School District within thirty (30) days of the end date of the program. The report will provide a comprehensive summary of program activities, accomplishments, results, and benefits specific to the program participants.
- The contractor will submit its annual audit pertaining to the funded program, as required in the Fiscal Accountability section.
- The contractor will provide Michigan Works!-Calhoun Intermediate School District with a final accounting of all expenditures incurred in this agreement within thirty (30) days after the termination thereof, including a financial statement showing any program income earned. All requests for reimbursement and the appropriate supporting documentation must be received in the Michigan Works!-CISD office no later than thirty (30) days after the final day of the contract year. Any requests for reimbursement received after this date will not be processed and will become the responsibility of the contractor.
- Related to equipment with a unit cost of \$5000 or more, the contractor will submit a complete and up-to-date Equipment Inventory form, completed according to instructions contained in the Procurement Policy, no later than 30 days after the purchase.

NOTE: Funds withheld will not be released by the Michigan Works!-Calhoun Intermediate School District until the submittal of all required year-end reports and financial reports.

Upon termination of this agreement,

- The contractor will maintain complete copies of fiscal and program files.

The contractor will utilize the following table to determine the main Michigan Works! contact person to receive the above-noted reports, to be included in communications or to be consulted with contract questions. For each specific contract or program, the staff person listed is ALWAYS to be the first and primary Michigan Works! staff to be consulted and/or to be included in communications regarding the contract in question.

## Michigan Works!-CISD Contacts

FUNCTION	MICHIGAN WORKS!-CISD STAFF CONTACT
Marketing/ Social Marketing/ Promotions/ Media Contacts/ michpartners website/ Job Fairs or Other Events, etc	Lisa Larson 269-789-2446 or larsonl@calhounisd.org
WorkKeys/ NCRC / KeyTrain	Lisa Larson 269-789-2446 or larsonl@calhounisd.org
Business Services Team / Employer Services	George Bauer 269-660-1429 or bauerg@calhounisd.org
Complaints/Grievances or Equal Opportunity	Lindy Hoffman 269-789-2431 or hoffmanl@calhounisd.org
Financial Questions/ Procurement, etc	Angena Morris 269-789-2418 or morrisa@calhounisd.org
One-Stop Management Information System	Lindy Hoffman 269-789-2431 or hoffmanl@calhounisd.org
G*Stars Data Tracking System	Kristi Rigelman 269-789-2488 or <a href="mailto:rigelmak@calhounisd.org">rigelmak@calhounisd.org</a> <u>or</u> Lindy Hoffman 269-789-2431 or hoffmanl@calhounisd.org
PROGRAM/ CONTRACT	MICHIGAN WORKS!-CISD STAFF CONTACT
Prisoner ReEntry Programs	Mike DeBoer 269-565-0188 or deboerm@calhounisd.org
Employment Service Program	Kristi Rigelman 269-789-2488 or rigelmak@calhounisd.org
WIA Core Services Program	Kristi Rigelman 269-789-2488 or rigelmak@calhounisd.org
WIA Intensive & Training Program	Kristi Rigelman 269-789-2488 or rigelmak@calhounisd.org
Incumbent Worker Training Program	Kristi Rigelman 269-789-2488 or rigelmak@calhounisd.org
WIA Youth Program	Lisa Larson 269-789-2446 or larsonl@calhounisd.org
Jobs, Education & Training (JET) Program	Lisa Larson 269-789-2446 or larsonl@calhounisd.org
Food Assistance Employment & Training Program	Lisa Larson 269-789-2446 or larsonl@calhounisd.org

## VII. FISCAL ACCOUNTABILITY

### Fiscal Requirements

The contractor's accounting procedures and internal financial controls will conform to the generally accepted accounting principles and practices.

**Only costs directly related to the operation of the program and properly supported with back-up data and records will be allowable charges to the program. Contractors must maintain adequate documentation, including but not limited to sales receipts, to support ALL expenditures charged to grant funds.** For shared time or facilities arrangements where staff wages, utilities, supplies, etc., are to be funded by more than one source, a cost allocation plan must be maintained. All training and services cost allocations of personnel must be justifiable to the degree that they will withstand an audit.

All agencies receiving more than \$500,000 in federal dollars annually are required by law to be audited in accordance with the standards of A-128 or A-133 as applicable. The portion of the audit related to this agreement is to be forwarded to Michigan Works!-Calhoun Intermediate School District. Note that the proportionate costs of this audit can be charged to the funded program if contained in a negotiated budget. These audit reports must be submitted to Michigan Works!-Calhoun Intermediate School District within 30 days after the contractor receives the final copy of their single unit audit report, and no later than 9 months after the end of their fiscal year.

The report will be reviewed for questioned or disallowed costs that relate to the funding and Michigan Works!-Calhoun Intermediate School District will maintain contact with the contractor to ensure that the findings are resolved. Follow-up contact will be made with the contractor every 30 days until resolution. In the absence of resolution, debt collection procedures will be implemented by Michigan Works!-Calhoun Intermediate School District.

Per Workforce Development Agency, State of Michigan standards, profit is defined as income from interest earned on funds (advances), service fees, sale of commodities, usage or rental fees, and royalties on patents and copyrights. The sale of real and personal property purchased in whole or in part with federal funds is subject to the property management standards. The contractor will report any profit earned, as defined above, to Michigan Works!-Calhoun Intermediate School District within 30 days of determining any such profit. The written report will include the source and amount of profit. Michigan Works!-Calhoun Intermediate School District will determine if the profit is to be retained by the contractor for additional programming or returned to Michigan Works!-Calhoun Intermediate School District.

Any profit generated by the program as defined above, can be used only to underwrite additional program-related services. The contractor will comply with record-keeping requirements so that the amount of income accrued through this contract can be determined and will maintain records which account for the use of profits, in accordance with the requirements or provisions of this agreement. Any profit retained and used by the sub-contractor is subject to audit by Michigan Works!-Calhoun Intermediate School District and the U.S. Department of Labor. The contractor will submit a report of profit within 30 days of the end of the program.

## **Reimbursement**

The contractor will expend funds according to the line item budget contained in this agreement.

The contractor will request the reimbursement of funds from the Michigan Works!-Calhoun Intermediate School District on a monthly basis and by no later than the 5<sup>th</sup> business day following the end of the month by submitting the Request for Reimbursement Form (provided for each contractor).

As applicable, five percent (5%) of the monthly reimbursements will be withheld by the Michigan Works!-CISD until the Michigan Works!-CISD completes the final review of the financial records and any subsequent problems identified are fully resolved, and all required year-end reports are submitted.

**No purchase of equipment of \$5,000 or more can be made from the funds obligated under this agreement without the prior approval of the Michigan Works!-CISD's Director of Workforce Development.**

FOR ANY AND ALL PURCHASES - supplies, services, leases, etc., - at least two (2), preferably three (3) bids/quotes must be obtained. The rationale for choosing the vendor/supplier must be documented and kept on file with the other bids/quotes.

The Inventory Form must be completed for all items with a unit price of \$5000 or more, which have been assigned to, or purchased for, this program. Numbered CISD tags will be furnished by the Michigan Works! Calhoun ISD. (See Procurement Policy for more information regarding inventory and tagging of nonexpendable items.)

Time sheets/cards for all administrative and operational staff charged to this agreement shall be prepared by the contractor. Both the employee and the supervisor, or his/her designee will sign time sheets/cards. Time sheets/cards will specify the number of hours worked, the date, and position/title of the employee. The contractor will keep time sheets/cards on file.

Payment of funds is contingent upon availability of funds from the Federal and/or State Governments.

Payment for the request for reimbursement will be made approximately two weeks after receipt of the request by the Michigan Works!-Calhoun Intermediate School District Workforce Development Team.

A customized reimbursement request form will be provided in electronic format.

## **Participant Payments**

The Michigan Works!-Calhoun Intermediate School District will reimburse the contractor for participant payments, according to the line item budget. Participants will be paid in accordance with applicable wage regulations, including appropriate deductions for payroll taxes, or the stipend amount contained in the approved budget. Reimbursement will not be honored for participants who are not duly enrolled on the appropriate Management Information System

Checks will be generated by the contractor and issued to the participants according to the contractor schedule. **The contractor will maintain the check receipt form, signed in ink, for all participants and maintain the forms in the participant file.** Participant time sheets will be completed, in ink, and signed by the worksite supervisor or classroom instructor, the staff person, and the participant. Each time sheet must state the participant's name.

**It is required that a receipt form will be signed in ink and include the gas card number. These receipts must be maintained for all participants who receive gas cards as a form of mileage reimbursement.**

A stop payment will be placed on any lost checks and a new check will be issued the following pay period. On subsequent occurrences, a new check will be issued the following pay period; however, a stop-payment fee may be deducted from it in accordance with the contractor's policy

This information will be given to the participants during their program orientation. In order to receive a check, the participant will be required to sign, in ink, a Check Release Form. The check release form will be maintained in the participant file.

Payments made to, or on the behalf of, any participant discovered to be ineligible for the program will be considered a disallowed cost and will become the responsibility of the contractor.

### **Budget Modifications**

It is understood and acceptable that modifications to the budget be requested by the contractor; however, Michigan Works!-CISD must assure that the modification is reasonable and fair and is in alignment with the budget submitted with the original program proposal.

It is further understood that this proposal budget is, in most instances, based on estimated funding. Nevertheless, this budget's line items and the allocation of expenditures across the line items will serve as the basis for future requests for modification.

For Prisoner Reentry contracts, all budget modifications require prior MDOC and CISD approval.

Once the actual allocation of funding per program year is known, contractors will be allowed a 10% variance per line item on their proposal budget without the need to submit additional rationale for the budget modification.

Any subsequent budget modification within a 10% variance per line item per contract year will also be allowed without the need to submit additional rationale for the budget modification.

Requests for budget modifications that are above the 10% variance per line item per contract year or requests for additional line items will require the submission of a rationale for this requested change.

## **VIII. MANAGEMENT PLAN**

### **General Statements**

It is expressly understood and agreed that the contractor is an independent contractor. The regular employees of the contractor shall in no way be deemed employees of the Michigan Works!-Calhoun Intermediate School District. The contractor shall be responsible for payment of all income and Social Security taxes to the proper Federal, State, and local Governments. The personnel employed by the contractor shall not hold themselves out as employees nor enter into agreements under the name of the Michigan Works!-Calhoun Intermediate School District or the Workforce Development Agency, State of Michigan.

### **Personnel Policies**

The contractor will maintain an administrative staff for the duration of the program. Staff will be readily available to Michigan Works!-Calhoun Intermediate School District staff at all times for the duration of the program.

## **IX. EQUAL OPPORTUNITY AND COMPLAINT POLICY AND PROCEDURES**

As a recipient of Federal and State funds, the contractor agrees to provide equal opportunity for individuals to participate in and benefit from all programs, activities and services without regard to race, religion, sex, national origin, age, disability, height, weight, genetic information, marital status, arrest without conviction, political affiliations or belief, and for beneficiaries only, citizenship or participation in any federally assisted program or activity. In doing so, the contractor will provide, in languages reflective of the customer population, initial and continuing notice of their compliance with the nondiscrimination and Equal Opportunity (EO) provisions of applicable laws and will comply with all notification requirements for the posting and inclusion of EO policy statements on program documents and materials which are distributed to the public, on websites and in program orientation and other sessions provided to disseminate information about services available to customers of the funded program.

In doing so, the contractor will ask each program participant to sign an "Equal Opportunity is the Law" form, which is to be placed in their participant file. The participant is also to receive a copy of this form, as desired, to keep for reference.

Required posters, per program, that must be posted in program areas can be found in the following table:

<b>POSTER</b>	<b>ES</b>	<b>WIA CORE</b>	<b>WIA INT. &amp; TRNG.</b>	<b>WIA YOUTH</b>	<b>JET</b>	<b>FAE&amp;T</b>	<b>IWT</b>
<b>Notice to Applicants MDLEG-ESA 300-B</b>	X						
<b>If You Have a Complaint About JS-SYS.Complaint.poster.pdf</b>	X	X					
<b>Michigan Law Prohibits Discrimination CR-487-E</b>	X	X	X	X	X	X	X
<b>Have You Been Discriminated Against flyer</b>	X						
<b>Your Rights Under the Fair Labor Standards Act</b>	X	X	X	X			X
<b>Equal Opportunity is the Law</b>	X	X	X	X	X	X	X
<b>Equal Employment Opportunity is the Law EEOC-P/E-1</b>		X	X	X	X	X	X
<b>And Justice for All</b>						X	

The contractor agrees to take appropriate steps to ensure that communications with individuals with disabilities and those with Limited English Proficiency are as effective as communications with others. In doing so, the contractor agrees to make auxiliary aids and services and interpreters available, where necessary, to assist individuals in need of such services in accessing all phases of program delivery. The contractor also agrees to operate the funded program in a manner that is both programmatically and architecturally accessible to individuals with disabilities and those with Limited English Proficiency.

As an employer, the contractor agrees not to discriminate in their employment practices in the terms, conditions, and privileges of employment. The contractor's policies, procedures and employment practices shall be consistent with the equal opportunity and nondiscrimination provisions of applicable state and federal laws. The contractor also agrees to maintain work and training environments free of sexual harassment and make good faith efforts to prevent the harassment of employees, customers, participants and others who access the funded program.

The contractor agrees to direct individuals with complaints alleging violation of the equal opportunity (EO) provisions and provisions against discrimination in state/federal grant programs to the MWA's EO Officer, who will address the complaint in accordance with the nondiscrimination and EO policy guidelines issued by the Workforce Development Agency, State of Michigan

The contractor also agrees to refer complainants who believe their employment-related rights have been denied or that they have been unjustly treated in an employment-related instance to the Wagner-Peyser Employment Service contractor. The Employment Service contractor will then handle the complaint according to the ES Complaint System, which is applicable for use by all persons, including job seekers and employers where the alleged violation does not involve Unemployment Compensation or programmatic grievance issues arising from the administration of the Workforce Investment Act.

### **Programmatic Grievances**

Regarding grievances and complaints related to the funded program (except for requests for TAA Program requests for redetermination), the contractor agrees to follow the Barry/Branch/Calhoun Michigan Works! Agency and Sub-contract Agencies Grievance and Complaint Policy and Procedures that follow. The contractor agrees to provide for an informal means to resolve programmatic grievances and complaints from participants before they become formal grievances, which are then directed to the Michigan Works! – CISD's EO Officer.

Finally, the contractor will post the following Grievance and Complaint Policy & Procedures section in areas where administration and program services are provided.

**BARRY/BRANCH/CALHOUN MICHIGAN WORKS! AGENCY  
AND SUB-CONTRACT AGENCIES  
GRIEVANCE & COMPLAINT PROCEDURES**

**OVERVIEW**

Michigan Works! - Calhoun Intermediate School District (MWA) insures that all participants, subgrantees, contractors, one-stop partners, service providers, providers of training services, employees and other interested parties in programs operated under Michigan Works! shall receive a fair and expeditious resolution of all grievances related to programs operated with Workforce Investment Act (WIA), Temporary Assistance for Needy Families (TANF), Food Assistance Employment & Training (FAE&T), Reed Act, TAA/Trade Act (except requests for redeterminations), and State of Michigan GF/GP funds from the Workforce Development Agency, State of Michigan (WDASOM).

The policy and procedures are posted and available at the administrative office and the Michigan Works! Service Centers. Staff will provide a copy of the procedure to anyone that requests a copy and will maintain signed and dated documentation that this information was provided. For participants, this documentation will be retained in the participant's file.

A form to use for documenting the receipt of a copy of the procedures by individuals who are not applicants or program participants follows on the next page.

The grievance officer for the Michigan Works! Agency's Administrative Agency is Lindy Hoffman. This individual will keep all formal written complaints on file in the administrative office for a period of three years or until the litigation, audit or claim has been resolved.

All participants, subgrantees, contractors, one-stop partners, service providers, providers of training services, employees and other interested parties in programs operated under Michigan Works! are encouraged to informally discuss their concerns with the program operator's staff to attempt an informal resolution of their complaint. If the complaint cannot be resolved at this level, the complainant shall be apprised of his/her right to file a formal grievance under the procedures outlined below.



Barry/Branch/Calhoun Michigan Works!

SERVICE PROVIDER ORGANIZATION: \_\_\_\_\_

### GRIEVANCE & COMPLAINT PROCEDURES RECEIPT OF COPY VERIFICATION FORM

NOTE: Michigan Works! staff shall provide a copy of the Grievance & Complaint Procedures to anyone that requests a copy. Your name and signature below provides the documentation that staff is required to maintain to show that the copy was provided. Thank you.

DATE	PRINTED NAME	SIGNATURE

December 2009

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**GRIEVANCE & COMPLAINT PROCEDURES**  
**FOR PROGRAMS FUNDED BY WIA, TANF, FAE&T, REED ACT,**  
**TAA (EXCEPT REQUESTS FOR REDETERMINATIONS),**  
**AND STATE OF MICHIGAN GF/GP**

Everyone has the right to resolve a grievance about any program that the Michigan Works! - Calhoun Intermediate School District MWA manages. Grievances must be brought within one year, except for suspected fraud, abuse, or criminal conduct should be reported within one work day of the discovery of the occurrence. An immediate report shall be made when a program participant does the same or similar work or an individual who is on layoff or a reduced work schedule. An immediate report shall also be made in the case of a breach of health or safety standards.

**Informal Resolution**

Participants, subgrantees, contractors, one-stop partners, service providers, providers of training services, employees and other interested parties in programs operated under Michigan Works! shall first attempt to work out a solution with the person or organization the complaint is against or who has the closest involvement with it. (An employed participant first shall bring a work-related grievance to his or her employer.) If this fails to resolve the issue, a formal grievance, in writing, shall be made.

**Step 1: Formal Local Level Grievance Procedure**

If an informal solution cannot be reached with the person or organization the complaint is against, a written grievance may be submitted to the Michigan Works! – Calhoun Intermediate School District EO Officer. The EO Officer can be of assistance in submitting the written grievance, if necessary. The completed grievance shall be sent to: Lindy Hoffman, EO Officer, Michigan Works!–Calhoun ISD, 17111 G Drive North, Marshall, MI 49068

All grievances related to WIA, TANF, FAE&T, Reed Act, TAA (except requests for redeterminations), and State of Michigan GF/GP programs funded by the WDASOM are required to be filed within one year of the date of the event that gave rise to the grievance.

All grievances shall be in writing and contain, to the extent practicable, the following information:

- The full name, address, and telephone number of the party/parties filing the grievance;
- The full name and address of the party against whom the grievance is made, or other information sufficient to identify the party against whom the grievance is made;
- A clear and concise statement of the facts, as alleged, including the pertinent dates, constituting the alleged violation;
- The provision of the act, regulations, grant, contract, or other agreements under the act believed to have been violated; and
- The relief requested.

The grievance may be rejected by the Michigan Works! – CISD’s EO Officer if it lacks merit, if it is determined that the grievant fails to state a grievable issue or there is no relief that can be granted, or if the grievant fails to comply with this procedure. The Michigan Works! – CISD’s

EO Officer will inform the grievant in writing of the reason(s) the grievance was rejected. The notification will be issued as soon as possible or within 60 calendar days from the date the grievance was filed and will include the opportunity to appeal to the WDASOM.

A hearing on a local level grievance shall be conducted within 30 calendar days from the date the grievance was filed, and a decision must be rendered no later than 60 calendar days from the date the grievance was filed. A hearing is not required at this step if the grievance is resolved without one or the grievant withdraws the grievance.

For WIA-related grievances, a local level hearing shall be conducted.

If a hearing is to be conducted, the Michigan Works! – CISD’s EO Officer must provide written notice to the grievant and party against whom the grievance is made. The notice shall include the date, time, and place of the hearing and a description of the hearing process (e.g. opportunity to present evidence, ask questions, etc.). The notice of the hearing shall indicate the issues to be decided. Notice shall be given not less than ten calendar days prior to the scheduled hearing date.

At a minimum, the hearing process shall include:

- a. A hearing officer.
- b. An opportunity for each party to present witnesses and evidence.
- c. An opportunity for each party to ask questions of all witnesses providing testimony at the hearing.
- d. A record of the hearing and a list of all evidentiary exhibits presented at the hearing.
- e. A list of all evidentiary exhibits presented at the hearing.

At the discretion of the hearing officer, there may be an opportunity to exchange evidentiary information prior to the hearing.

A written decision shall be issued by the hearing officer and shall include the following information:

- Date, time, and place of hearing (if held);
- Names and addresses of all witnesses called by the parties;
- Name and address of the petitioner;
- Name and address of the respondent;
- Information sufficient to identify all evidence presented;
- A reiteration of the issues raised;
- A determination of the facts;
- An analysis of the issues as they relate to the facts;
- A decision addressing each issue; and

If a response to the grievance is not received within the time prescribed, or should either party be dissatisfied with a decision, there is a right to an appeal to the WDASOM.

## **Step 2: State Level Review of a Local Level Decision**

A local level grievance decision may be appealed, in writing, to the Workforce Development Agency, State of Michigan (WDASOM) no later than ten calendar days from receipt of an adverse decision at Step 1, or ten calendar days from the date a decision was due but not received at Step 1. (A decision is required to be rendered not later than 60 calendar days from the date the grievance was filed.)

All appeals of a local level grievance shall be submitted by certified mail, return receipt requested to:

Mr. Gary Clark  
Workforce Development Agency,  
State of Michigan  
Victor Office Building  
201 N. Washington Square, 5<sup>th</sup> Floor  
Lansing, MI 48913

All appeals shall contain, to the extent practicable, the following information:

- The full name, address, and telephone number of the appellant(s);
- The full name, address, and telephone number (if any) of the respondent(s);
- A clear and concise statement of the facts, as alleged, including the pertinent dates, constituting the alleged violation;
- The provision of the act, regulations, grant, contract, or other agreements under the act believed to have been violated; and
- The relief requested.

Both parties should send all relevant information and documentation generated at the local hearing and related to this appeal to the address provided above (i.e., where the appeal was sent). It is the responsibility of the parties to ensure WDASOM has all relevant documentation necessary to make a determination on the grievance.

All relevant documentation should be sent to WDASOM within 15 days of the filing of the appeal. WDASOM has the discretion to provide parties with the opportunity to provide additional information after the 15 day deadline if WDASOM believes it is necessary to make a final determination.

Any appeal of USDOL monitoring findings shall only be reviewed for compliance with USDOL requirements. A record shall be created to forward to USDOL, if required.

WDASOM shall notify the appellant and respondent within 10 days of receipt of the appeal that the appeal was received. This notice will explain the grievance resolution process going forward.

WDASOM will consider the appeal and may: 1) reject the hearing and make a final determination; 2) allow waiver of the hearing and make a final determination; and 3) schedule a hearing a make a final determination.

For an appeal of a WIA related local level decision, an opportunity for a hearing must be provided. However, a hearing will not be held under certain circumstances, as prescribes in policy from WDASOM.

A grievance may be rejected on appeal, without a hearing, if it is determined that it lacks merit, the appellant fails to state a grievable issue or there is no relief that can be granted, or if the appellant fails to comply with the applicable procedures. The grievant will be informed, in writing as soon as possible or within 60 calendar days from the date the grievance was filed, of the reason the grievance was rejected.

In lieu of a hearing for an appeal of a WIA related local level decision, the parties to the appeal may mutually consent to having WDASOM decide the matter based on the record created at the local level. If both parties and WDASOM are in agreement, the hearing waived. Both parties must provide BWT with written confirmation that demonstrates their consent to waive the hearing.

A hearing may be conducted on the appeal. If a hearing is to be conducted, the appellant and the party against whom the grievance is made will be provided written notice of the date, time, and place of the scheduled hearing date and of the opportunity to present evidence, including witnesses. The notice of the hearing shall indicate the issues to be decided. Notice shall be given not less than ten calendar days prior to the scheduled hearing date.

If a hearing on an appeal is to be held, it shall be conducted within 30 calendar days of the filing of the appeal. A hearing is not required at this step if the appellant withdraws the appeal.

At a minimum, the hearing process shall include:

- a. A hearing officer.
- b. An opportunity for each party to present witnesses (subpoenas are not authorized) and evidence.
- c. An opportunity for each party to ask questions of all witnesses providing testimony at the hearing.
- d. A record of the hearing and a list of all evidentiary exhibits presented at the hearing.

At the discretion of the hearing officer, there may be an opportunity to exchange evidentiary information prior to the hearing.

A final written decision shall be issued not later than 60 calendar days after the filing of the appeal. The decision shall include the following:

- Date, time, and place of hearing (if held);
- Names and addresses of all witnesses called by the parties;
- Name and address of the petitioner;
- Name and address of the respondent;
- Information sufficient to identify all evidence presented;
- A reiteration of the issues raised;
- A determination of the facts;
- An analysis of the issues as they relate to the facts; and
- A decision addressing each issue.

In general, the decision is final. However, if a decision is not issued by the due date, a WIA related appeal may be reviewed by the Secretary of the U.S. Department of Labor (USDOL). A WIA related decision may be appealed by the adversely affected party to the USDOL within 60 calendar days of receipt of the WDASOM. Pursuant to 20 CFR 667.610(c), an appeal must be submitted to the Secretary of the USDOL by certified mail, return receipt requested, to:

Secretary  
U.S. Department of Labor  
Attention: ASET  
Washington, DC 20210

A copy of the appeal must be simultaneously provided to:  
Regional Administrator  
Employment & Training Administration  
US Department of Labor  
230 South Dearborn Street, Room 628  
Chicago, IL 60604

and

Mr. Gary Clark  
Workforce Development Agency,  
State of Michigan  
Victor Office Building  
201 N. Washington Square, 5<sup>th</sup> Floor  
Lansing, MI 48913

All appeals shall contain, to the extent practicable, the following information:

- The full name, address, and telephone number of the party/parties filing the appeal;
- The full name, address, and telephone number (if any) of the party/parties against whom the grievance is made;
- A clear and concise statement of the facts, as alleged, including the pertinent dates, constituting the alleged violation;
- The provision of the act, regulations, grant, contract, or other agreements under the act believed to have been violated; and
- The relief requested.

### **Additional Grievance Policy Information**

Complaints alleging violation of the nondiscrimination and equal opportunity (EO) provision of state/federal grant program shall be resolved in accordance with the nondiscrimination and EO policy guidelines issued by the WDASOM and Michigan Works!-CISD.

Any known or suspected fraud, abuse, or criminal conduct under ETA-funded programs should be reported within one work day of the discovery of the occurrence on DL 1-156 to:

(Send original and one copy)  
Regional Administrator  
Employment & Training Administration  
US Department of Labor  
230 South Dearborn St., Rm. 628  
Chicago, IL 60604

Also, send a copy to:  
Director  
Workforce Development Agency, State of MI  
201 North Washington Square, 5<sup>th</sup> Floor  
Lansing, MI 48913

Pursuant to PRWORA Regulation 45 CFR 261.70, a grievance may be filed by an affected individual if a recipient of TANF is placed in a position (1) when any other individual is on layoff from the same or any substantially equivalent job or (2) if the employer has terminated the employment of any regular employee or otherwise caused an involuntary reduction of its workforce in order to fill the vacancy so created with an adult receiving TANF assistance. In this situation, either party to the grievance, the TANF recipient, or the displaced employee, may appeal the decision rendered by the MWA to the WDASOM.

Pursuant to WIA Regulation 20 CFR 667.270(d), a grievance may be filed by a regular employee displaced by a WIA participant who is placed in an employment activity operated with WIA funds. Also, a grievance may be filed by a WIA participant in an employment activity if the participant is displaced.

Also, grievance procedures shall provide WIA participants a process, which allows an individual alleging a labor standards violation to submit the grievance to a binding arbitration procedure, if a collective bargaining agreement covering the parties to the grievance so provides in accordance with Section 667.600(c)(3) of the WIA regulations.

Depending on the nature of the grievance, TANF and FAE&T program applicant and recipient grievances shall be handled in accordance with the MWA or the Department of Human Services (DHS) procedures. For example, grievances regarding sanctioning or food stamp benefits will be handled by DHS, while grievances regarding programs administered by the MWA will be handled by the MWA.

Grievances involving Wagner-Peyser Act activities shall be resolved in accordance with the grievance procedures outlined in the Employment Service Manual, which is available on the One-Stop Management Information System. In addition, the Employment Service Manual provides specific guidance regarding work-related complaints that are not program specific, such as: employer hour and wage violations, migrant farm worker complaints, and other possible violations of general labor laws.

### **Policy Specific To TAA (Trade Act) Program Requests for Redetermination**

This section along with sections before establishes a process for individuals to request redeterminations when they disagree with determinations made concerning their receipt of TAA (Trade Act) program training, job search, and/or relocation services.

Individuals may request a redetermination where there is disagreement with an initial determination. An individual may submit a Request for Redetermination on Form OWD 706 or submit a written request to the Michigan Works! – CISD’s EO Officer. These requests shall include a copy of the initial determination.

If the written request is not on Form OWD 706, it is *not* required that it specifically mention or contain the term “protest,” “appeal,” “request for redetermination,” etc. The written communication will be considered as a grievance, or request for redetermination, if it accomplishes *either* of the following:

- Expresses disagreement or dissatisfaction with the previously issued determination, from which an intent to request a redetermination can be implied, or

- Presents a state of new facts and/or contentions that are contrary to the facts and/or contentions cited in the determination previously issued.

A request for redetermination must be filed within 30 calendar days after the date the original determination was mailed or personally served. When the 30th day after the mailing date or personally served date falls on a Saturday, Sunday, or legal holiday, the 30-day protest period will be extended to include the next day which is not a Saturday, Sunday, or legal holiday. This applies even though the Michigan Works! One-Stop Service Center may be open on that holiday. There may also be certain days of the year that are not holidays, on which Michigan Works! One-Stop Service Centers are closed for other reasons. Since these days are not legal holidays, the 30-day protest period *cannot* be extended to include the next day that is neither a Saturday, Sunday, nor a legal holiday.

If the request for redetermination is received within the 30-day time limit previously described, the Michigan Works! – CISD’s EO Officer reviews and reconsiders the entire file, including the initial determination and any new additional facts, and promptly issues a notice of redetermination on Form OWD 306. However, if the request for redetermination is received *after* expiration of the 30-day time limit, the Michigan Works! – CISD’s EO Officer first must ascertain whether good cause exists to reconsider the initial determination.

When the 30th day falls on a day on which the local Michigan Works! One-Stop Service Center is closed and the request for redetermination is not received prior to that day, a redetermination can be issued only if good cause is found to exist. A worker who attempts to file a request for redetermination but is prevented from filing because the Michigan Works! One-Stop Service Center is closed, will be found to have good cause for late filing if the protest is received on the next day on which the Michigan Works! One-Stop Service Center is open. A redetermination will then be issued.

“Good cause” will include, but not be limited to, the following situations:

- When an interested party has newly discovered material facts that through no fault of his/her own were not available at the time of the initial determination, a request for redetermination made after the expiration of the statutory 30-day period would require a finding of “good cause.”
- When the Michigan Works! – CISD’s EO Officer has additional or corrected information.
- When an administrative clerical error has been discovered.

When the request for redetermination is received after expiration of the 30-day appeal period and does not state why the protest is late, the Michigan Works! – CISD’s EO Officer contacts the worker to request this information.

If the request for a redetermination is received after expiration of the 30-day period and good cause for reconsideration is not established, the request for redetermination shall be denied and the Michigan Works! – CISD’s EO Officer records the facts and reasons for denying the request on Form OWD 306.

If the request for redetermination is received *after* expiration of the 30-day period and *good cause* for reconsideration is established, the redetermination must cover the timeliness factor. The notice of redetermination is then prepared on Form OWD 306.

After receiving a redetermination or denial of a request for redetermination due to untimely request and lack of good cause, an individual may submit an appeal on Form OWD 801, to request a hearing within 30 calendar days after the mailing date or personally served date of the redetermination or denial before an Administrative Law Judge (ALJ). All documentation from previous decisions and any additional material must be presented to the ALJ. The Michigan Works! – CISD’s EO Officer will immediately, upon receipt, forward the appeal to:

Ms. Paula Henige, Analyst  
Division of Unemployment Appeals  
Bureau of Hearing  
Workforce Development Agency, State of Michigan  
3024 West Grand River Boulevard, Suite 13-450  
Detroit, Michigan 48202

And a copy to:

Mr. Gary Clark  
Workforce Development Agency,  
State of Michigan  
Victor Office Building  
201 N. Washington Square, 5<sup>th</sup> Floor  
Lansing, MI 48913

An individual who disagrees with the decision of an ALJ may request an appeal to the Board of Review, in accordance with the instructions provided with the ALJ’s decision, within 30 days of the ALJ decision.



**Dear Participant:**

Your signature on this form indicates that you have been offered to receive a copy of the Barry/Branch/Calhoun Michigan Works! "Grievance and Complaint Procedures" which describes the process for filing an equal opportunity or a program grievance complaint. You will be given a copy of this form and a copy will be kept in your participant file.

**EQUAL OPPORTUNITY IS THE LAW**

It is against the law for this recipient of Federal financial assistance to discriminate on the following bases:

- Against any individual in the United States, on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief; and
  - Against any beneficiary of programs financially assisted under Title I of the Workforce Investment Act of 1998 (WIA), on the basis of the beneficiary's citizenship/status as a lawfully admitted immigrant authorized to work in the United States, or his or her participation in any WIA Title I-financially assisted program or activity.
- The recipient must not discriminate in any of the following areas:
- Deciding who will be admitted, or have access, to any WIA Title I financially assisted program or activity;
  - Providing opportunities in, or treating any person with regard to, such a program or activity; or
  - Making employment decisions in the administration of, or in connection with, such a program or activity.

**What to Do If You Believe You Have Experienced Discrimination**

If you think that you have been subjected to discrimination under a WIA Title I-financially assisted program or activity, you may file a complaint within 180 days from the date of the alleged violation with either:

Paula Mitchell  
Equal Opportunity Officer  
Workforce Development Agency, State of Michigan  
201 North Washington Square, 5<sup>th</sup> Floor  
Lansing, MI 48913  
517-373-7675 (Voice), 1-888-605-6722 (TTY)

**or**

Ramón Surís Fernández, Esq.  
Director, Civil Rights Center (CRC)  
U.S. Department of Labor  
200 Constitution Ave. NW, Room N-4123  
Washington, D.C. 20210

If you file your complaint with the recipient, you must wait either until the recipient issues a written Notice of Final Action, or until 90 days have passed (whichever is sooner), before filing with the Civil Rights Center (see address above).

If the recipient does not give you a written Notice of Final Action within 90 days of the day on which you filed your complaint, you do not have to wait for the recipient to issue that Notice before filing a complaint with CRC. However, you must file your CRC complaint within 30 days of the 90-day deadline (in other words, within 120 days after the day on which you filed your complaint with the recipient).

If the recipient does give you a written Notice of Final Action on your complaint, but you are dissatisfied with the decision or resolution, you may file a complaint with CRC. You must file your CRC complaint within 30 days of the date on which you received the Notice of Final Action.

For additional information regarding your rights under programs operated by this agency, or to file a formal complaint at the local level, contact:

Lindy Hoffman, Equal Opportunity Officer  
Calhoun ISD Michigan Works! Agency  
17111 G Drive North  
Marshall, MI 49068  
269-789-2431 (voice) or 1-800-649-3777 (TTY)

Participant Signature

Date

Intake Staff Signature

Date

*AN EQUAL OPPORTUNITY EMPLOYER/PROGRAM SUPPORTED BY THE STATE OF MICHIGAN. AUXILIARY AIDS AND SERVICES ARE AVAILABLE TO INDIVIDUALS WITH DISABILITIES UPON REQUEST. MICHIGAN RELAY CENTER (800) 649-3777 (Voice and TTY) Supported by the State of Michigan.*

## **Michigan Law**

Michigan Law prohibits discrimination in employment, education, housing, public accommodation, law enforcement or public service based on the following: Religion, race, color, national origin, sex, disability, age, marital status, height, weight, arrest record, and familial status. Person denied equal opportunity based on these conditions may file a complaint with the Michigan Department of Civil Rights, 1-800-482-3604, [www.mdcr.com](http://www.mdcr.com)

### **EEOC – Equal Employment Opportunity is the Law:**

#### Race, Color, National Origin, Sex

In addition to the protection of Title VAA of the Civil Rights Act of 1963, Title VI of the Civil Rights Act prohibits discrimination on the basis of race, color or national origin in programs or activities receiving Federal financial assistance. Employment discrimination is covered by Title VI is the primary objective of the financial assistance is provision of employment, or where employment discrimination causes or may cause discrimination in providing service under such programs. Title IX of the Education Amendments of 1972 prohibits employment discrimination on the basis of sex in educational programs or activities which receive Federal assistance.

#### Individuals with Disabilities

Section 504 of the Rehabilitation Act of 1973, as amended, prohibits employment discrimination on the basis of a disability in any program or activity which receives Federal financial assistance. Discrimination is prohibited in all aspects of employment against persons with disabilities who, with reasonable accommodations, can perform the essential functions of a job.

If you believe that you have been discriminated against under any of the provisions of the EEOC, you should immediately contact:

The U.S. Equal Employment Opportunity Commission (EEOC), 1801 L Street, N.W., Washington D.C. 20507 or an EEOC field office by calling toll free (800) 669-4000. For individuals with hearing impairments, EEOC's toll free TTY number is (800) 800-3302.

### **And Justice for All**

In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, religion, political beliefs, or disability. (Not all prohibited bases apply to all programs.)

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call (202) 720-5964 (voice and TTY).

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If you believe you have been discriminated against in any Michigan Works! program, and are unsure of which Federal Agency to contact, you may contact the Calhoun Intermediate School District Michigan Works! Equal Opportunity Officer, Lindy Hoffman, 17111 G Drive North, Marshall, MI 49068 or call (269) 789-2431.

## **X. MONITORING**

The Calhoun Intermediate School District will be monitoring, auditing, and evaluating programs and activities throughout the contract period. Contractors must allow CISD staff or its agent full access to all files and records relating directly to funding, client case files, accounting files and records, and to any related files and records associated with proper accounting of such funds and clients. Denying access to records, files and related information shall be sufficient reason to terminate a contract immediately.

## **XI. ASSURANCES AND CERTIFICATIONS**

The Assurance and Certifications associated with Prisoner Reentry, as established by the Michigan Department of Corrections are incorporated into this contractual agreement. The Contractor agrees to the following Assurances and Certifications, as applicable:

### **Section 1 – TYPE OF AGREEMENT**

In consideration for the services provided under this contract, the Prisoner Reentry Fiduciary will provide payment to the Contractor using the methodology as indicated below.

- [X] **COST REIMBURSEMENT:** The Prisoner Reentry Fiduciary will reimburse the Contractor for all allowable actual costs of providing services as identified under this contract not to exceed the total costs as specified in the enclosed line item budget(s).

### **Section 2 - COMPENSATION**

1. The Prisoner Reentry Fiduciary agrees to pay to the Contractor for the services provided pursuant to this agreement and the line item budget(s). The Prisoner Reentry Fiduciary will compensate the Contractor for allowable expenditures submitted on a monthly basis.
2. Any deviation from the line item budget will require a modification to the Contract. See Section 13 “Amendments or Changes in Agreement.”
3. This agreement is subject to availability of funding from the Michigan Department of Corrections.
4. Payment shall be contingent upon receipt of proper documentation from the Contractor.
5. **Allowable Costs:** All expenditures charged against this contract, for which payment will be made, must be in conformance with cost principles promulgated by the State of Michigan and other such restrictions and limitations as may be imposed through this Agreement.

6. The Contractor shall be responsible for any travel expenses incurred in the execution of this agreement. Travel reimbursement shall be allowed solely in compliance with the State of Michigan's standardized travel regulations.

### **Section 3 - COST LIABILITY**

The Prisoner Reentry Fiduciary assumes no responsibility or liability for costs incurred by the Contractor prior to the effective date of the agreement. Total liability of the Prisoner Reentry Fiduciary is limited to the terms and conditions of this agreement.

### **Section 4 - NOTICE AND RIGHT TO CURE**

In the event of a curable breach by the Contractor, the Prisoner Reentry Fiduciary shall provide the Contractor written notice of the breach and a time period to cure said breach described in the notice. This section requiring notice and an opportunity to cure shall not be applicable in the event of successive or repeated breaches of the same nature or if the Prisoner Reentry Fiduciary determines in its sole discretion that the breach poses a serious and imminent threat to the health or safety of any person or the imminent loss, damage or destruction of any real or tangible personal property.

### **Section 5 – PERFORMANCE REVIEWS AND AUDITS**

1. The Prisoner Reentry Fiduciary shall review with the Contractor their performance under the agreement. Performance reviews shall be conducted annually, or more often, depending on the Contractor's past performance with the Prisoner Reentry Fiduciary.

Upon a finding of poor performance, which has been documented by the Prisoner Reentry Fiduciary, the Contractor shall be given an opportunity to respond and take corrective action. If corrective action is not taken in a reasonable amount of time as determined by the Prisoner Reentry Fiduciary, the agreement may be canceled for default.

2. The Contractor agrees that the Prisoner Reentry Fiduciary or State may, upon 24-hour notice, perform an audit at the Contractor's location(s) to determine if the Contractor is complying with the requirements of this agreement. The Contractor agrees to cooperate with the Prisoner Reentry Fiduciary and State during the audit and produce all records and documentation that verifies compliance with the requirements of this agreement.
3. The Prisoner Reentry Fiduciary will conduct a formal on-site review of the Contractor's operations and fiscal administration. At a minimum, the review will include:
  - a. Compliance with agreement specifications.
  - b. Compliance with applicable licensure requirements.

- c. Compliance with pertinent Federal and State statutes.
- d. Progress in resolving corrective actions required by prior assessments.
- e. Written reports to Contractors regarding the results of review, recommendations for improving performance, and a timetable for resolving outstanding issues.

## **Section 6 - CANCELLATION**

The Prisoner Reentry Fiduciary may cancel this agreement without further liability or penalty to the Prisoner Reentry Fiduciary and State, its departments, divisions, agencies, offices, commissions, officers, agents, and employees for any of the following reasons:

1. Material Breach by the Contractor. In the event that the Contractor breaches any of its material duties or obligations under the agreement, which are either not capable of or subject to being cured, or are not cured within the time period specified in the written notice of breach provided by the State or Prisoner Reentry Fiduciary, or poses a serious and imminent threat to the health and safety of any person, or the imminent loss, damage or destruction of any real or tangible personal property, the Prisoner Reentry Fiduciary may, having provided written notice of cancellation to the Contractor, cancel this agreement in whole or in part, for cause, as of the date specified in the notice of cancellation.

In the event that this agreement is cancelled for cause, in addition to any legal remedies otherwise available to the State or Prisoner Reentry Fiduciary by law or equity, the Contractor shall be responsible for all costs incurred by the State or Prisoner Reentry Fiduciary in canceling the agreement, including but not limited to, State or Prisoner Reentry Fiduciary administrative costs, attorneys fees and court costs, and any additional costs the State or Prisoner Reentry Fiduciary may incur to procure the services required by this agreement from other sources. All excess re-procurement costs and damages shall not be considered by the parties to be consequential, indirect or incidental, and shall not be excluded by any other terms otherwise included in the agreement.

In the event the State or Prisoner Reentry Fiduciary chooses to partially cancel this agreement for cause, charges payable under this agreement will be equitably adjusted to reflect those services that are cancelled.

In the event this agreement is cancelled for cause pursuant to this section, and it is thereafter determined, for any reason, that the Contractor was not in breach of agreement pursuant to the provisions of this section, that cancellation for cause shall be deemed to have been a cancellation for convenience, effective as of the same date, and the rights and obligations of the parties shall be limited to that otherwise provided in the agreement for a cancellation for convenience.

2. Cancellation for Convenience by the Prisoner Reentry Fiduciary. The Prisoner Reentry Fiduciary may cancel this agreement for its convenience, in whole or part, if the Prisoner Reentry Fiduciary determines that such a cancellation is in the Prisoner Reentry Fiduciary's best interest. Reasons for such cancellation shall be left to the sole discretion of the Prisoner Reentry Fiduciary and may include, but not limited to (a) the Prisoner Reentry Fiduciary no longer needs the services or products specified in the agreement, (b) relocation of office, program changes, changes in laws, rules, or regulations make implementation of the agreement services no longer practical or feasible, and (c) unacceptable prices for additional services requested by the Contractor. The Prisoner Reentry Fiduciary may cancel the agreement for its convenience, in whole or in part, by giving the Contractor written notice 30 calendar days prior to the date of cancellation. If the Prisoner Reentry Fiduciary chooses to cancel this agreement in part, the charges payable under this agreement shall be equitably adjusted to reflect those services that are cancelled.
3. Non-Appropriation. In the event that funds to enable the Prisoner Reentry Fiduciary to effect continued payment under this agreement are not appropriated or otherwise made available, the Contractor acknowledges that, if this agreement extends for several fiscal years, continuation of this agreement is subject to appropriation or availability of funds for this project. If funds are not appropriated or otherwise made available, the Prisoner Reentry Fiduciary shall have the right to cancel this agreement at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of cancellation to the Contractor. The Prisoner Reentry Fiduciary shall give the Contractor written notice of such non-appropriation or unavailability within 30 days after it receives notice of such non-appropriation or unavailability.
4. Criminal Conviction. In the event the Contractor, an officer of the Contractor, or an owner of a 25% or greater share of the Contractor, is convicted of a criminal offense incident to the application for or performance of a State or Prisoner Reentry Fiduciary, 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 and Prisoner Reentry Fiduciary employees; convicted under State or federal antitrust statutes; or convicted of any other criminal offense which in the sole discretion of the Prisoner Reentry Fiduciary, reflects upon the Contractor's business integrity.
5. Approvals Rescinded The Prisoner Reentry Fiduciary may terminate this agreement without further liability or penalty in the event any final administrative or judicial decision or adjudication disapproves a previously approved request for purchase of personal services pursuant to Constitution 1963, Article 11, Section 5, and Civil Service Rule 7. Termination may be in whole or in part and may be immediate as of the date of the written notice to the Contractor or may be effective as of the date stated in such written notice.

## **Section 7 - RELATIONSHIP OF THE PARTIES**

The relationship between the Prisoner Reentry Fiduciary and the Contractor is that of client and independent Contractor. No agent, employee, or servant of the Contractor or any of its subcontractors shall be deemed to be an employee, agent, or servant of the Prisoner Reentry Fiduciary for any reason.

The Contractor will be solely and entirely responsible for its acts and the acts of its agents, employees, servants and sub-contractors during the performance of this agreement.

## **Section 8 - SUBCONTRACTING AND ASSIGNABILITY**

The contractor will not assign this agreement or any part of this agreement, without the prior written approval of the Calhoun Intermediate School District, but in no case will such consent relieve the contractor from the obligation under, or change the terms of, this agreement. The contractor will not transfer or assign any funds obligated or due under this agreement without the prior written approval of the Calhoun Intermediate School District. If any part of the work is to be subcontracted, sub-contractors shall be selected through an open and competitive procurement process in accordance with State and local procurement procedures. The transfer or assignment of any funds obligated under this agreement, either in part or in whole, will cause the annulment of said transfer or assignment by the Calhoun Intermediate School District.

## **Section 9 - AMENDMENTS OR CHANGES IN AGREEMENT**

1. This instrument contains the entire agreement between the parties and no statement, promises, or inducements made by either party or agent of either party that are not contained in this written agreement shall be valid or binding; and this agreement may not be enlarged, modified, or altered except in writing. In the event of any conflicts between the specifications, terms and conditions indicated by the Prisoner Reentry Fiduciary and those indicated by the Contractor, those of the Prisoner Reentry Fiduciary take precedence.
2. The proposal submitted and requisite revisions and clarifications, accepted by the Prisoner Reentry Fiduciary for the award of this Agreement, are incorporated as part of this Agreement by reference.
3. Any mutually agreeable change to the terms of this agreement or Budget Modifications must be in the form of a written amendment to the agreement and signed by the signatories to this agreement.
4. The Prisoner Reentry Fiduciary may at any time, by written order, make revisions to the general scope of this Agreement. If any such change causes an increase or decrease in the cost of, or time required for, the performance of any part of the work under this Agreement, whether changed or not by any such order, an equitable adjustment shall be made in the applicable amount or delivery schedule, or both, and

the Agreement shall be modified in writing accordingly. Any claim by the Contractor for adjustment under this clause must be requested within thirty (30) calendar days from the date of receipt by the Contractor of the notice of modification; provided, however, that the Contractor may act upon such claim at any time prior to the final payment under this Agreement if the Contractor deems such action appropriate. Nothing in this subsection shall excuse the Contractor from proceeding with the Agreement as modified.

5. Where the Contractor cannot conform to the changes required by federal or state laws, local Prisoner Reentry policies and/or regulations promulgated pursuant thereto, the Contractor shall notify the Prisoner Reentry Fiduciary in writing that it cannot so conform. The Prisoner Reentry Fiduciary shall then establish the standards for the termination of the Contractor's programs, in whole or in part, and will terminate the Agreement, in whole or in part, as soon as practical. The best interests of the participants shall be the primary consideration in establishing standards for such termination.
6. It is understood and agreed by the parties hereto that this Agreement must at all times be in compliance with State policies and regulations. Revisions, interpretations, and clarifications of State policies and regulations to be made by the State of Michigan or the Michigan Department of Corrections during the Agreement period are automatically incorporated as part of this Agreement and have the effect of qualifying the terms of this Agreement. Based on these considerations, and in order to ensure the legal and effective performance of this contract by both parties, it is agreed by the parties hereto that this Agreement may be amended in the following manner.
  - a. The Prisoner Reentry Fiduciary may propose amendments to the Agreement which will be deemed accepted and effective immediately (or a date specified) upon signature of the modification signature sheet by the Contractor.
  - b. The Prisoner Reentry Fiduciary shall have the right to unilaterally modify this Agreement when:
    - (1) Adequate funds are not available with which to continue services specified within this Agreement, or
    - (2) The Contractor has failed to respond to corrective action requests or procedures promulgated by the Prisoner Reentry Fiduciary within the time period specified, or
    - (3) Implementation of changes in federal or state laws, Prisoner Reentry policies and/or regulations is required.
  - c. The Contractor may request a modification to this Agreement. The request must be in writing, include explicit justification for the modification, include specific language changes to be made, and the date the changes should be made effective. The Prisoner Reentry Fiduciary reserves the right to accept or reject the

Contractor's request for modification, in whole or in part, if it is in the best interest of the Prisoner Reentry program.

7. Except as provided herein, any alterations, additions, or deletions to the terms of this Agreement shall be by amendment hereto in writing and executed by both parties to this Agreement. To be effective, any amendment pursuant to this subsection must be signed by the Prisoner Reentry Fiduciary's authorized representative(s).

#### **Section 10 - NON-DISCRIMINATION**

In the performance of an agreement, the Contractor agrees not to discriminate against any employee or applicant for employment, with respect to their hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, national origin, ancestry, age, sex, height, weight, marital status, physical or mental handicap or disability. The Contractor further agrees that every subcontract entered into for the performance of any agreement resulting herefrom will contain a provision requiring non-discrimination in employment, as herein specified, binding upon each Contractor. This covenant is required pursuant to the Elliot Larsen Civil Rights Act, 1976 Public Act 453, as amended, MCL 37.2201, et seq, and the Persons With Disabilities Civil Rights Act, 1976 Public Act 220, as amended, MCL 37.1101, et seq, and any breach thereof may be regarded as a material breach of the agreement.

An "Equal Opportunity Policy Statement" will be signed by the Contractor's authorized representatives and will become part of this Agreement.

#### **Section 11 - WORKPLACE SAFETY AND DISCRIMINATORY HARASSMENT**

In performing services for the Prisoner Reentry Fiduciary pursuant to this agreement, the Contractor shall comply with Department of Civil Service Rules 2-20 regarding Workplace Safety and 1-8.3 regarding Discriminatory Harassment. In addition, the Contractor shall comply with Civil Service Regulations governing workplace safety and discriminatory harassment and any applicable State agency rules on these matters. Department of Civil Service Rules and Regulations can be found on the Department of Civil Service website at [www.michigan.gov/mdcs](http://www.michigan.gov/mdcs). The Contractor shall take any additional precautions as the State may reasonably require for safety and accident prevention purposes. Any violation by the Contractor of such safety requirements, rules, laws or regulations shall be a material breach of the agreement subject to the cancellation provision contained herein.

#### **Section 12 - ASSIGNMENT OF ANTITRUST CAUSE OF ACTION**

For and in consideration of the opportunity to submit a quotation and other good and valuable consideration, the Contractor hereby assigns, sells and transfers to the State of Michigan all rights, title and interest in and to all causes of action it may have under the Antitrust Laws of the United States or this State for price fixing, which causes of action have accrued prior to the date of payment and which relate solely to the particular goods, commodities, or services purchased or procured by this State pursuant to this transaction.

### **Section 13 - UNFAIR LABOR PRACTICES**

Pursuant to 1980 Public Act 278, as amended, MCL 423.231, et seq, the Contractor shall not award an agreement or subcontract to an employer whose name appears in the current register of employers failing to correct an unfair labor practice compiled pursuant to Section 2 of the Act. A sub-contractor of the Contractor, in relation to the agreement, shall not enter into an agreement with a Contractor, manufacturer, or supplier whose name appears in this register. Pursuant to Section 4 of 1980 Public Act 278, MCL 423.324, the Prisoner Reentry Fiduciary may void any agreement if, subsequent to award of the agreement, the name of the Contractor an employer, or the name of the sub-contractor, manufacturer or supplier of the Contractor appears in the register.

### **Section 14 - CONTRACTOR'S LIABILITY INSURANCE**

The Contractor is required to provide proof of the minimum levels of insurance coverage as indicated below. The purpose of this coverage shall be to protect the State and Prisoner Reentry Fiduciary from claims which may arise out of or result from the Contractor's performance of services under the terms of this agreement, whether such services are performed by the Contractor, or by any sub-contractor, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable.

The Contractor waives all rights against the Prisoner Reentry Fiduciary and the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents for recovery of damages to the extent these damages are covered by the insurance policies the Contractor is required to maintain pursuant to this agreement. The Contractor also agrees to provide evidence that all applicable insurance policies contain a waiver of subrogation by the insurance company.

All insurance coverages provided relative to this agreement is PRIMARY and NON-CONTRIBUTING to any comparable liability insurance (including self-insurances) carried by the Prisoner Reentry Fiduciary and the State.

The insurance shall be written for not less than any minimum coverage herein specified or required by law, whichever is greater. All deductible amounts for any of the required policies are subject to approval by the Prisoner Reentry Fiduciary and State.

The Prisoner Reentry Fiduciary and State reserve the right to reject insurance written by an insurer the Prisoner Reentry Fiduciary and State deem unacceptable.

Before the Agreement is signed by both parties, the Contractor's insurance agency must furnish to the Prisoner Reentry Fiduciary original certificate(s) of insurance verifying liability coverage. The certificate(s) must be on the standard accord form. The agreement or purchase order number must be shown on the certificate of insurance to assure correct filing. The contractor name and service provided must be shown on the certificate of insurance to assure correct filing. All such certificate(s) shall contain a provision indicating that coverages afforded under the policies will not be cancelled,

materially changed, or not renewed without thirty (30) days prior written notice except for ten (10) days for non-payment of premium, having been given to the Prisoner Reentry Fiduciary. Such notice must include the agreement number affected and be mailed to the Prisoner Reentry Fiduciary.

The Contractor is required to provide the type and amount of insurance checked  below:

1. Commercial General Liability with the following minimum coverages:

\$2,000,000.00 General Aggregate Limit other than Products/Completed Operations

\$2,000,000.00 Products/Completed Operations Aggregate Limit

\$1,000,000.00 Personal & Advertising Injury Limit

\$1,000,000.00 Each Occurrence Limit

\$ 500,000.00 Fire Damage Limit (any one fire)

The Contractor must list the Calhoun Intermediate School District and the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents as ADDITIONAL INSUREDS on the Commercial General Liability policy.

2. If a motor vehicle is used to provide services or products under this agreement, the Contractor must have vehicle liability insurance on any auto including owned, hired and non-owned vehicles used in Contractor's business for bodily injury and property damage as required by law.

The Contractor must list the Calhoun Intermediate School District and the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents as ADDITIONAL INSUREDS on the vehicle liability policy.

3. Workers' disability compensation, disability benefit or other similar employee benefit act with minimum statutory limits. NOTE: (1) If coverage is provided by a state fund or if Contractor has qualified as a self-insurer, separate certification must be furnished that coverage is in the state fund or that Contractor has approval to be a self-insurer; (2) Any citing of a policy of insurance must include a listing of the states where that policy's coverage is applicable; and (3) Any policy of insurance must contain a provision or endorsement providing that the insurers' rights of subrogation are waived. This provision shall not be applicable where prohibited or limited by the laws of the jurisdiction in which the work is to be performed.

4. Employers liability insurance with the following minimum limits:

\$100,000.00 each accident

\$100,000.00 each employee by disease

\$500,000.00 aggregate disease

5. Professional Liability Insurance (Errors and Omissions coverage) with the following minimum coverage (to be used in contracting for insurance agents, accountants, lawyers, architects, engineers and surveyors)

\$1,000,000.00 each occurrence and \$3,000,000.00 annual aggregate

\$3,000,000.00 each occurrence and \$5,000,000.00 annual aggregate

\$5,000,000.00 each occurrence and \$10,000,000.00 annual aggregate

Privacy Protection Liability (Identity Theft Prevention) Insurance providing coverage for direct loss to the State and the Prisoner Reentry Fiduciary and any legal liability of the State and/or Prisoner Reentry Fiduciary arising out of or related to acts committed by the employees of the Contractor resulting in a breach of sensitive, confidential, and/or personal information (as defined by PA 452 of 2004) accessed through a State system or application due to the Contractor's failure to safeguard such information in accordance with State laws, policies and procedures, surrounding identity protection and confidential information. The Contractor shall provide the following minimum coverage: \$3,000,000.00 each occurrence and \$3,000,000.00 annual aggregate, and will cover all expenses associated with credit monitoring of the three primary credit bureaus, Public Records, and resolution of any claims generated for all individuals at risk of Identity Theft as a result of the Contractor's breach.

## **Section 15 - INDEMNIFICATION**

1. For purposes of this Section,
  - a. State means the State of Michigan, its departments, divisions, agencies, offices, sections, commissions, officers, employees and agents.
  - b. Prisoner Reentry Fiduciary means the Calhoun Intermediate School District, its divisions, sections, officers, employees, and agents.
  - c. Contractor means successful bidder, its divisions, sections, officers, employees, and agents.
2. General Indemnification

To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the Calhoun ISD, the Workforce Development Board, county boards of commissioners, state, its departments, divisions, agencies, sections, commissions, officers, employees, and agents, from and against all lawsuits, losses, liabilities,

penalties, fines, damages and claims (including taxes) or any other proceeding brought against the Calhoun ISD, the Workforce Development Board, county boards of commissioners, state, its departments, divisions, agencies, sections, commissions, officers, employees, and agents, by any third party (which for the purposes of this provision shall include, but not be limited to, employees of the Calhoun ISD, the Workforce Development Board, county boards of commissioners, state, its departments, divisions, agencies, sections, commissions, officers, employees, and agents, and all related costs and expenses (including reasonable attorney's fees and disbursements and costs of investigation, litigation, settlement, judgments, interest and penalties), arising from or in connection with any of the following:

- a. any breach of this agreement or negligence or intentional tortious acts by the Contractor or any of its sub-contractors, or by anyone else for whose acts any of them may be liable, in the performance of this agreement;
- b. the death or bodily injury of any person or the damage, loss or destruction of any real or personal property in connection with the performance of this agreement by the Contractor, or any of its sub-contractors, or by anyone else for whose acts any of them may be liable provided, and to the extent that the injury or damage was caused by the fault or negligence of the Contractor.
- c. any act or omission of the Contractor or any of its sub-contractors in their capacity as an employer in the performance of this agreement;
- d. any claim, demand, action or legal proceeding against the Calhoun ISD, the Workforce Development Board, county boards of commissioners, state, its departments, divisions, agencies, sections, commissions, officers, employees, and agents, arising out of or related to occurrences, if any, that the Contractor is required to insure against as provided in this agreement.

### 3. Indemnification Obligation Not Limited

In any and all claims against the Calhoun ISD, the Workforce Development Board, county boards of commissioners, state, its departments, divisions, agencies, sections, commissions, officers, employees, and agents, by any employee of the Contractor or any of its sub-contractors, the indemnification obligation under the agreement shall not be limited in any way by the amount or type of damages, compensation or benefits payable by or for the Contractor or any of its Contractors under worker's disability compensation acts, disability benefits acts, or any 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.

### 4. Continuation of Indemnification Obligation

The duty to indemnify will continue in full force and effect, notwithstanding the expiration or early cancellation of the agreement, with respect to any claims based on facts or conditions that occurred prior to expiration or cancellation.

## **Section 16 - RECORD MANAGEMENT, RETENTION, AND ACCOUNTABILITY**

1. The Contractor shall implement internal management systems as are necessary to ensure program and fiscal accountability and that the reporting, data collection, and client tracking and program outcome requirements for Prisoner Reentry, as specified in this agreement, are met to their fullest extent.
2. The Contractor will track data for the Prisoner Reentry as defined by the State of Michigan and/or the Prisoner Reentry Fiduciary and as reporting requirements and systems are made available, the Contractor will arrange for all staff responsible to attend training as scheduled by the Prisoner Reentry Fiduciary and/or the Michigan Department of Corrections.
3. The Contractor will maintain an offender record management system which protects offender confidentiality and provides a complete record of program activity for each offender.
6. The Contractor will provide for reporting and analysis of offender profile and program participation data consistent with policies and procedures set by the State and/or Prisoner Reentry Fiduciary or both the State and Prisoner Reentry Fiduciary.
7. The Contractor agrees to keep complete and accurate books of account and to make them available to the Prisoner Reentry Fiduciary and State and their agents and representatives for audit. All such records, documents, and financial statements pertinent to this agreement shall be retained for a period of **ten years** unless audited before then. The Contractor must obtain the written approval of the Calhoun Intermediate School District prior to the disposal of any such records at any time.
8. Where the Contractor's current staffing resources are not sufficient to fulfill the State's required data collection and tracking requirement, not otherwise identified in this agreement, the Contractor shall provide the Prisoner Reentry Fiduciary written notice of the void including a description of such remedies as would be necessary to rectify the situation.

The Prisoner Reentry Fiduciary may, upon assessment of the described need and remedies, determine the need to revise or modify this agreement to incorporate such resources as may be necessary to address the discrepancies. Such revisions and modifications shall be consistent with the Prisoner Reentry Comprehensive Plan and is contingent up the availability of resources.

### **Section 17 – INTERNET ACCESS**

The Contractor shall comply with the Michigan Department of Corrections' Policy Directive *01.04.104 Internet Access*, if the Contractor receives approval to use a State computer with Internet access. The Contractor is responsible for obtaining a copy of the above-mentioned Policy Directive from the STATE and a written receipt verifying such.

### **Section 18 - DISCLOSURE UNDER THE FREEDOM OF INFORMATION ACT (FOIA)**

All information in this agreement and any attachments thereto is subject to disclosure under the provisions of Public Act No. 442 of 1976, known as the "Freedom of Information Act," as amended, MCL 15.231, et seq.

### **Section 19 - CONFORMITY WITH STATE LAW**

This agreement shall be subject to and interpreted in accordance with the substantive law of the State of Michigan.

### **Section 20 - NEWS RELEASES**

News releases pertaining to this document or the services, study, data, or project to which it relates will not be made without prior written Prisoner Reentry Fiduciary and State approval, and then only in accordance with the explicit written instructions from the Prisoner Reentry Fiduciary and State. No results of the program (which are not the result of research) are to be released without prior approval of the Prisoner Reentry Fiduciary and State and then only to persons designated. With regard to research reports, the Prisoner Reentry Fiduciary and State reserves the right to review any reports or publications for factual accuracy of descriptive statements concerning the Prisoner Reentry Fiduciary and State prior to issuance, and may request a file copy of all reports of potential value to the Prisoner Reentry Fiduciary and State.

### **Section 21 - REPRODUCTION AND USE OF MATERIALS**

The Prisoner Reentry Fiduciary and State are contracted permission in perpetuity to reproduce and distribute any copyright and other materials that are generated as a result of this agreement.

### **Section 22 - CONFIDENTIALITY OF INFORMATION**

The Contractor and the Prisoner Reentry Fiduciary each acknowledge that the other possesses and will continue to possess confidential information that has been developed or received by it. Confidential Information of the Contractor shall mean all non-public proprietary information of the Contractor (other than Confidential Information of the State as defined below) which is marked confidential, restricted, proprietary, falls within the category of "personal information" as defined by PA 452 of 2004 (Identity Theft Prevention Act) or labeled with a similar designation. Confidential Information of the

State shall mean any information which is retained in confidence by the State (or otherwise required to be held in confidence by the State pursuant to applicable Federal State and local laws and regulations) or which, in the case of tangible materials provided to the Contractor by the Prisoner Reentry Fiduciary pursuant to its performance under this agreement, is marked as confidential, proprietary or with a similar designation by the Prisoner Reentry Fiduciary. In the case of information of either the Contractor or the Prisoner Reentry Fiduciary, Confidential Information shall exclude any information (including this agreement) that is publically available pursuant to the Michigan Freedom of Information Act.

The Contractor shall respect the confidentiality of employee and offender files and shall not discuss medical record information or other official information or reports with unauthorized persons. Personal information is not to be divulged for other than legitimate, authorized business purposes. Offender files and employee personnel files may be removed from a facility only with approval of the Michigan Department of Corrections' Director or respective Deputy Director, Warden or Field Operations Administration Regional Administrator, and the Michigan Department of Corrections' Administrator(s) of this agreement.

### **Section 23 – PROTECTION OF CONFIDENTIAL INFORMATION**

The Prisoner Reentry Fiduciary and the Contractor will each use at least the same degree of care to prevent disclosing to third parties the Confidential Information of the other as it employs to avoid unauthorized disclosure, publication or dissemination of its own confidential information of like character, but in no event less than reasonable care. Neither the Contractor nor the Prisoner Reentry Fiduciary will (i) make any use of the Confidential Information of the other except as contemplated by this agreement, (ii) acquire any right in or assert any lien against the Confidential Information of the other, or (iii) if requested to do so, refuse for any reason to promptly return the other party's Confidential Information to the other party. Each party will limit disclosure of the other party's Confidential Information to employees and sub-contractors who must have access in order to fulfill the purposed of this agreement. Disclosure to, and use by, a sub-contractor is permissible where (i) use of a sub-contractor is authorized under this agreement, (ii) such disclosure is necessary or otherwise naturally occurs in connection with work that is within such sub-contractor's scope of responsibility, and (iii) the Contractor obligates the sub-contractor in a written agreement to maintain the Prisoner Reentry Fiduciary's Confidential Information in confidence. At the Prisoner Reentry Fiduciary's request, any employee of the Contractor and of any sub-contractor having access or continued access to the Prisoner Reentry Fiduciary's Confidential Information may be required to execute an acknowledgement that the employee has been advised of the Contractor's and the sub-contractor's obligations of confidentiality and of the employee's obligation to the Contractor or sub-contractor, as the case may be, to protect such Confidential Information from unauthorized use or disclosure.

## **Section 24 – EXCLUSIONS**

Notwithstanding the foregoing, the provisions of confidentiality will not apply to any particular information which the Prisoner Reentry Fiduciary or Contractor can demonstrate (i) was, at the time of disclosure to it, in the public domain; (ii) after disclosure to it, is published or otherwise becomes part of the public domain through no fault of the receiving party; (iii) was in the possession of the receiving party at the time of disclosure to it without an obligation of confidentiality; (iv) was received after disclosure to it from a third party who had a lawful right to disclose such information to it without any obligation to restrict its further disclosure; or (v) was independently developed by the receiving party without reference to Confidential Information of the furnishing party. Further, the provisions will not apply to any particular Confidential Information to the extent the receiving party is required by law to disclose such Confidential Information, provided that the receiving party (i) promptly provides the furnishing party with notice of the legal request, and (ii) reasonably requested by the furnishing party.

## **Section 25 – NO IMPLIED RIGHTS**

Nothing shall be construed as obligating a party to disclose any particular Confidential Information to the other party, or as contracting to or conferring on a party, expressly or implied, any right or license to the Confidential Information of the other party.

## **Section 26 – REMEDIES**

Each party acknowledges that, if it breaches (or attempts or threatens to breach) its obligations in confidentiality, the other party may be irreparably harmed. Accordingly, if a court of competent jurisdiction should find that a party had been breached (or attempted or threatened to breach) any such obligations, the non-breaching party shall be entitled to seek an injunction preventing such breach (or attempted or threatened breach). Further, if the Prisoner Reentry Fiduciary determines through a security assessment that a breach has occurred, the provisions of the Contractor's Liability Insurance Section in this agreement shall be applied to the fullest extent necessary.

## **Section 27 – SECURITY BREACH NOTIFICATION**

In the event of a breach of confidentiality, the Contractor shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations. The Contractor and the Prisoner Reentry Fiduciary will cooperate to mitigate, to the extent practicable, the effects of any breach, intrusion, or unauthorized use or disclosure. The Contractor shall report to the Prisoner Reentry Fiduciary in writing any use or disclosure of Confidential Information, whether suspected or actual, other than as provided for by the agreement within ten (10) days of becoming aware of such use or disclosure or such shorter time period as is reasonable under the circumstances and/or required by law.

## **Section 28 – SURVIVAL**

The parties' respective obligation under confidentiality shall survive the termination or expiration of this agreement for any reason.

## **Section 29 – DESTRUCTION OF CONFIDENTIAL INFORMATION**

Promptly upon termination or cancellation of the agreement for any reason, the Contractor shall certify to the Prisoner Reentry Fiduciary in writing, that the Contractor has destroyed all Prisoner Reentry Fiduciary Confidential Information.

## **Section 30 – IDENTITY INFORMATION PROTECTION**

The Contractor assures that any data and/or material which may be classified as sensitive, confidential, and/or personal information, as defined by Public Act 452 of 2004, the Identity Theft Protection Act, which comes into the Contractor's possession through any purchase order or contractual agreement resulting through the course of doing business with the Prisoner Reentry Fiduciary and the State, in performing work required as part of an awarded purchase order or contractual agreement, will be treated as confidential information and guarded from public access while in the Contractor's possession. When the need for access to the information has ended, the Contractor assures that the data/material will either be returned to the Prisoner Reentry Fiduciary or the State, or disposed of in accordance with the Act or as directed by the Prisoner Reentry Fiduciary or the State.

## **Section 31 – GENERAL AND ADMINISTRATIVE PROVISIONS**

The Contractor agrees to undertake, perform, and complete the following in accordance with the terms and conditions of this agreement:

1. Participate in program reviews as prescribed by the local Steering Teams, the Prisoner Reentry Fiduciary and the State. (Also see Section 5 "Performance Reviews and Audits" of this Agreement.)
2. The Contractor shall maintain a financial management system which fully and accurately accounts for the use of funds. At a minimum, the system shall provide for:
  - a. Maintenance of a separate special revenue fund and source documentation to support expenditures for Prisoner Reentry programs.
  - b. A uniform accounting system which conforms to generally accepted accounting principles.
  - c. A system of source documentation to support disbursements and expenditures and proper allocation of costs in accordance with applicable cost principles.
  - d. Monthly reporting of the financial data in accordance with the Prisoner Reentry Fiduciary reporting requirements.
  - e. Effective control and accountability for all agreement funds and real property acquired.

- f. The Contractor will be responsible for the legitimacy of all expenditures, reported. Any expenditures that are determined to be disallowed will require repayment by the Contractor. Questions on disallowed expenditures can be referred to Prisoner Reentry Fiduciary Fiscal staff.
- g. Timely preparation of year-end close out report(s) within 30 days of the expiration date of the agreement.
- h. Policies and procedures of the Calhoun Intermediate School District and the State will be adhered to for the procurement of goods and services that provide guidelines for securing bids, and reasonable assurance that the goods and services are purchased in a cost-effective, fair and equitable manner.
- i. Financial obligations incurred after the effective termination date of this agreement will be the responsibility of the Contractor, the provider of services.
- j. Prisoner Reentry funds may be used as matching funds to acquire additional resources from both public and private sources. Those additional resources are to be used to provide additional services to the target populations.

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**Signature of Authorized Official**

**XII. PROOF FOR FINANCIAL LIABILITY**

The MWA Contractor agrees to assume full financial liability for any and all disallowed costs that occur as a result of this agreement. The MWA Contractor **must place a check mark next to the manner(s) in which financial liability will be assumed and will provide a written description.** It is agreed that the CISD or Workforce Development Board may require further documentation from the MWA Contractor prior to final execution of any agreement.

\_\_\_\_ 1. Taxing Authority (Describe in the space provided below)

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\_\_\_\_ 2. Audit exception insurance that is acceptable to the CISD and/or Workforce Development Board (Describe below and provide a copy of the policy to the CISD).

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\_\_\_\_ 3. Pledging assets in an amount sufficient to cover all disallowed costs (Describe below).

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\_\_\_\_ 4. Deposit of non-federal funds in an amount sufficient to cover all disallowed costs (Describe below).

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**Signature of Authorized Official/Date**

\_\_\_\_\_  
**Printed Name and Title**

## **XII. BARRY/BRANCH/CALHOUN MICHIGAN WORKS! AGENCY AND SUB-CONTRACT AGENCIES EQUAL OPPORTUNITY POLICY**

It is the policy of the Barry/Branch/Calhoun Michigan Works! Agency to assure that equal opportunity will be provided by the administrative agency and under any contract, program, or activity funded in whole or in part with funds made available by or through any state department, institution, or agency.

The administrative agency assures and requires that all recipients of financial assistance assure the equitable treatment of all persons in the opportunity for employment as well as their access to, and receipt of, program services without discrimination based upon race, religion, sex, national origin, age, disability, height, weight, genetic information, marital status, arrest without conviction, political affiliations or belief, and for beneficiaries only, citizenship or participation in any federally assisted program or activity.

This policy applies to the Barry/Branch/Calhoun Michigan Works! Agency and all programs it administers. All personnel will actively promote equal employment opportunity within their respective organizational units. This policy extends to the active recruitment of female and minority-owned enterprises in the delivery of services related to employment and training.

This policy will affect all employment and training practices including, but not limited to: recruitment, hiring, transfer, promotions, training, compensation, benefits, layoffs, placements, and selection of sub-grantees and contractors.

To ensure compliance with the established policy, a goal-oriented program has been structured with specific targets and timetables. Failure on the part of sub-grantees and contractors to comply with this policy will jeopardize initial, continued, or renewed funding under federal and state-funded programs.

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

As a condition to the award of financial assistance from the United States Department of Labor under Title I of the W.I.A., the grant applicant assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

- Section 188 of the W.I.A. 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 W.I.A. 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, or 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.

This 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 W.I.A. Title I–financially assisted program or activity, and to all agreements the grant applicant makes to carry out the W.I.A. Title I–financially assisted program activity. The grant applicant understands that the United States has the right to seek judicial enforcement of this assurance.

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**Signature of Authorized Official/Date**

### **XIII. BARRY/BRANCH/CALHOUN MICHIGAN WORKS! AGENCY AND SUB- CONTRACT AGENCIES POLICY AGAINST WORKPLACE HARASSMENT**

It is the policy of the Barry/Branch/Calhoun Michigan Works! Agency and sub-contract agencies to be intolerant of harassment or abuse of any employee whether because of the employee's race, gender, color, religion, age, disability status of national origin or other legally protected status. This policy applies to all employees or other individuals who represent or serve the Barry/Branch/Calhoun Michigan Works! Agency and sub-contract agencies in any capacity.

Unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct or communication constitutes harassment when:

1. Submission to the conduct or communication is made either an explicit or implicit condition or employment;
2. Submission or rejection of the conduct or communication by an individual is used as a factor in an employment decision affecting the harassed employee; or
3. The conduct or communication has a purpose or effect of substantially interfering with an individual's employment or creating an intimidating, hostile or offensive work environment.

Examples of prohibited conduct include, but are not limited to: lewd or sexually-suggestive comments; off-color language or jokes; slurs or verbals, graphic or physical conduct related to an individual's protected class; or any display of sexually-explicit pictures, greeting cards, articles, books, photos or cartoons. Any employee or applicant who believes this policy may have been violated shall the incident to the Director or any other appropriate representative of management. Barry/Branch/Calhoun Michigan Works! Agency and sub-contract agencies will not permit or tolerate any form of reprisal or retaliation against an employee or applicant reporting any incident of claimed harassment.

It is each employee's responsibility to eliminate all forms of prohibited harassment. It is particularly the responsibility of each supervisor to prevent such behavior from occurring within his/her work area, and to provide a work environment free from all harassment. It is the responsibility of each and every employee of the Barry/Branch/Calhoun Michigan Works! Agency and sub-contract agencies to report all incidents of harassment forbidden by this policy and to do so immediately so that a complaint can be quickly and fairly resolved.

Complaints of improper harassment will be promptly and carefully investigated. Investigation may include interviews of possible witnesses including the person claiming the harassment occurred, and the person or persons claimed to be involved in the harassment. The privacy of the person issuing the complaint, of the person accused, and the steps taken in the investigation will be protected to the extent possible, except that the employer will report its findings to the person making the complaint and to the person or persons who are claimed to be involved.

If the employers' investigation establishes that the complaint is valid, immediate and appropriate corrective action will be taken to stop the harassment and prevent its recurrence.

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**Signature of Authorized Official/Date**

## **XIV. PROCUREMENT POLICY AND PROCEDURES**

### **REVISED JUNE 2011**

#### **Purpose and Applicability**

The purpose is to establish procurement procedures used in obtaining equipment, supplies, and/or services and other items or activities needed to carry out workforce development programs administered by Michigan Works!-Calhoun Intermediate School District (CISD). This will be done in compliance with the guidance provided by the WIA, Wagner-Peyser; TANF regulations; and 2 CFR Part 1, et.al. These policies extend to subcontractors where and when deemed necessary and applicable.

**These procedures will be followed for any and all Workforce Development (WFD) Funds, i.e. Workforce Investment Act (WIA), Wagner-Peyser (Employment Service), TANF (Jobs, Education & Training), Prisoner Reentry and Welfare-to-Work purchases.** Wherever there is a variance between these rules and the procurement rules of the Calhoun Intermediate School District for other purchases, Michigan Works!-CISD will adhere to the more stringent procedures.

#### **References**

- A. Equal Opportunity Policy Guidance (June 2001 – and subsequent changes)
- B. 2 CFR Part 225: Cost Principals
- C. Common Rule – A-102 - Administrative Requirements
- D. One-Stop Comprehensive Financial Management TAG (July 2002)
- E. OWD (BWT) Policy Issuances:
  - 04-03 Index IV – dated 2/27/04 , Procurement Policy

#### **General Policy and Standards**

- A. All purchasing will be accomplished so as to promote maximum competition among suppliers, to assure the greatest economy consistent with quality requirements and to avoid any appearance of impropriety, favoritism, or conflict of interest on the part of responsible officials or employees. (See “Conflict of Interest Policy” and “Nepotism Policy” to follow this Procurement Policy.)
- B. No unfair requirements will be placed on procurement that could be restrictive of competition. The procurement process will be conducted in a manner to provide for open and free competition. Solicitations will include a clear and accurate description of the technical requirements for the goods or services to be procured. The description shall not contain features that restrict competition.
- C. A request for proposal or a request for a quotation will be mailed and/or announced in the newspaper for all established bidders for a particular item or service. At least two (2) or three (3) names of qualified sources will be secured for these purchases. All bids must be

in writing on the suppliers' letterhead. This procedure is used for all Service providers, including Non-Participant service providers.

- D. Solicitations will include all the requirements the bidders must fulfill and all other factors to be used in evaluating bids or proposals. Solicitations will include a description, whenever practicable, of technical requirements in terms of functions to be performed or performance required, including the range of acceptable characteristics or minimum acceptable standards. Solicitations will also include the specific features of "brand name or equal" descriptions that bidders are required to meet when such items are included in the solicitations.
- E. All procurement procedures will provide for a review of the proposed procurements to avoid purchase of unnecessary or duplicative items. When applicable, procurements will be consolidated or broken out to be more economical. As applicable, leasing will be considered as an option to purchasing and the most economical option will be utilized.
- F. Sufficient records will be maintained to detail the history of all procurements. These records will include, at minimum, rationale for the method of procurement, selection of contract type, contractor selection or rejection criteria, and the basis for the contract price, including the independent estimate of price. The MWA and any subrecipient shall maintain documentation for all procurements regardless of dollar amount.
- G. Whenever possible, procurement practices will encourage the utilization of small businesses, minority-owned firms, women's business enterprises and labor surplus area firms and will take all necessary affirmative steps to assure their utilization.
- H. The Grant Recipient/Administrative Entity (CISD) will not contract with any party which is debarred or suspended or is otherwise excluded or ineligible for participation in state or federal assistance programs, as applicable.
- I. WIA, TANF (JET), Prisoner Reentry and Wagner-Peyser procurements are not permitted excess program income or excess profit.
- J. If profit or program income is included in the price, it must be negotiated as a separate element of the price for each procurement in which there is no price competition and where cost analysis is performed.
- K. Procurements shall clearly specify deliverables and the basis for payment. Basis for payment will be reimbursement of costs and withholding final payment until delivery conditions are met, unless specified otherwise in the agreement.
- L. At least two (2) or three (3) names of qualified sources will be secured for purchases. All bids must be in writing on the suppliers' letterhead.
- M. All purchasing for the Administrative Entity will be subject to final approval by the Calhoun Intermediate School District Superintendent or his designees.
- N. For every recurrent category of purchases/procurement, a list of prospective bidders will be maintained. The lists will be updated periodically.
- O. The Grant Recipient/Administrative Entity (CISD) will follow a formal bidding procedure for purchases of \$25,000 or more and an informal procedure for purchases less than \$25,000.

- P. Michigan Works!-CISD may allow equipment purchases with a unit cost of \$5000 or more and a useful life of more than 1 year, with prior permission.

### **Procurements Requiring Prior Approval from WDASOM**

Procurement of equipment and capital improvements in excess of \$25,000 are subject to prior approval by WDASOM. This request for approval will include at a minimum the following information:

1. A description of the proposed capital improvement or equipment to be procured.
2. A discussion of how the proposed capital improvement or equipment will benefit the program (s).
3. The expected cost of the procurement with a cost or price analysis.
4. A copy of the technical specifications or other information given to bidders that explains in detail what is being procured.
5. Copies of at least two bids secured by using the competitive bid process with the preferred bid indicated. If the preferred bid is not the lowest bid, the reason for selection should be noted. If only one bid is secured, a brief description will be provided of the competitive procurements made. If sole source procurement will be used, documentation has to be included that gives the rationale for sole source acquisition.
6. For capital improvement, the dates it will begin and when it will be completed and the site.

**No procurement of equipment or capital improvements in excess of \$25,000 will be made prior to the date of approval by WDASOM.**

### **Competitive Procurement**

All purchasing will be accomplished so as to promote maximum competition among suppliers, to assure the greatest economy consistent with quality requirements and to avoid any appearance of impropriety, favoritism, or conflict of interest on the part of responsible officials or employees. No unfair requirements will be placed on procurement that could be restrictive of competition. The procurement process will be conducted in a manner to provide for open and free competition. All solicitations will do the following:

1. Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description will not, in competitive procurement, contain features which unduly restrict competition; and
2. Identify all requirements, which the offers must fulfill, and all other factors to be used in evaluating bids or proposals.
3. Incorporate a description, whenever possible, of technical requirements in terms of functions to be performed or performance required, including the range of acceptable characteristics or minimum acceptable standards
4. Ensure that all lists of persons, firms, or other organizations that are used in acquiring goods and services are current and allow for maximum open and free competition. Upon request, potential bidders are added to our lists.

The following will be avoided in order that there be free and open competition:

- Placing unreasonable requirements on firms or organizations in order to qualify to do business;
- Requiring unnecessary experience and excessive bonding;
- Noncompetitive pricing practices between firms or organizations or between affiliated companies or organizations;
- Noncompetitive awards to consultants that are on retainer contracts;
- Awards that would create organizational conflicts of interest;
- Specifying brand name products instead of allowing a similar product of equal quality and describing the performance of other relevant requirements of the procurement;
- Overly restrictive specifications; and
- Any arbitrary action in the procurement process.

**Formal Procedures:** Will be used for all procurements in excess of \$25,000. Formal procurements include the following.

Competitive Proposals – Conducted with more than one source submitting an offer and either a fixed-price or cost reimbursement type award is made.

Sealed Bids - These are publicly solicited procurements for which a firm fixed-price award (lump sum or unit price) or other fixed-price arrangement is awarded to the bidder who meets all specifications and has the lowest bid. These bids shall be solicited from at least two vendors. The bid invitation shall include all of the specifications in order for the bidder to properly respond. All bids shall be publicly opened at the time and place prescribed in the invitation for bids.

**Informal Procurement Procedures** – Applies to securing services, supplies or other property that do not cost more than \$25,000 in the aggregate, as for Non-Participant Services, such as Accounting, Audits, Printing, Office Supplies, etc. A purchase may not be broken down in several purchases in order to use small purchase procedures. This process for soliciting bids may be done by telephone, Internet or other means of contact to various bids by vendor name, price of item, other particulars regarding the purchase. This tabulation will be submitted with the purchase order for approval by designated staff. Documentation of price rate or quotations will be maintained from an adequate number of qualified sources.

### **Sole Source (Non-Competitive) Procurement**

Procurement through solicitation of a proposal from only one source will be minimized to the extent practical, justified, documented, and used only when award of a contract is unfeasible under small purchase procedures, sealed bids or competitive proposals and one of the following circumstances applies:

1. The item or service is only available from a single source.
2. The need for the item is urgent or an emergency and does not permit the time for competitive solicitations.
3. Competition is inadequate after soliciting a number of sources.
4. Entity was state-authorized vendor for equipment procurement.

All sole source procurement will have a cost analysis done in accordance with 627.420(e)(2). A price analysis may be used in lieu of cost analysis when price reasonableness can be established on the basis of a catalog or market price of a product or based on prices set by law or regulation.

### **Nondiscrimination**

No individual shall be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in the administration of or in connection with any such program because of race, color, religion, sex, national origin, age, disability, or political affiliation or belief.

In addition, all written materials will be made available in alternative format upon request.

### **Leasing Requirements**

Lease agreements will be obtained through the competitive bidding process and covered by a written contractual agreement. All transactions will be documented and kept on file.

Leases will contain the following:

- The agency or organization name and business address of the lessee and the lessor.
- The authorized signatures of the lessee and the lessor.
- The effective dates of the lease.
- The specific items covered and/or excluded in the lease agreement.
- Maintenance and operating costs to be included or excluded.
- Insurance costs (when applicable).
- Conditions for termination of the lease without penalty costs should federal funds become unavailable.

### **Cost Reimbursement Basis**

Applicable to procurement transactions funded in whole or part with WIA funds. All procurement contracts and transactions between local boards and units of state or local governments will be conducted on a cost reimbursement basis. No provisions for profit will be allowed.

### ***Independent Estimate***

Refers to an in-house estimate of the likely cost and price of the procurement. It provides a yardstick by which the offerers' costs and prices can be measured. The MWA will prepare the independent estimate prior to issuing a solicitation for bids or proposals. This independent estimate can be used for cost and price analysis.

### ***Cost /Price Analysis***

Calhoun Intermediate School District will follow the requirements of OMB Circular A-87 or the Common Rule, Section .36(c)(3)(i) & .36(c)(3)(ii) for cost and price analysis for procurements. Specifically, a price analysis will be conducted to compare total cost of the service/product, the quality, suitability and adaptability of the supplies or services proposed by the bidder for the particular use required will be observed to determine the

most suitable purchase in terms of both cost and quality. Cost analysis will be done by reviewing and evaluating of each element of cost to determine reasonableness, allocability and allowability. A cost or price analysis will be performed in connection every procurement action, including contract modifications (except those which have no monetary impact).

Guidelines for evaluating costs contained in proposals submitted via the RFP process:

- Analyze all line items carefully. Adequate detail should be provided to determine how costs were derived. Lack of sufficient detail should result in point deductions.
- If the proposed program is currently (or previously) funded, compare budgets to analyze any increase. Some increases may be expected due to inflation. Look for design changes that may result in budget increases.
- Staff salaries, mileage rates and facility rentals should reflect individual agency structures, established agency rates, and charged in accordance with “going” rates for a specific area.
- Note any costs you feel are unrealistic or too high on the evaluation forms, for use in negotiations.
- Compare similar proposals for similar programs in terms of costs, but be sure to take into account any design differences.

**Participant Service Providers**

For the selection of Participant Service Providers, the following procedures are in effect:

1. The Request for Proposal (RFP) process will be utilized to solicit, evaluate, and select all Workforce Development service providers. As part of the pre-planning process, the WDB Planning and Development Committee, in conjunction with the Administrative Entity staff, will develop the program design and select the components to be procured through the RFP process. (For Prisoner Reentry, the Prisoner Reentry Steering Team has this role.) The Planning and Development Committee, which consists of private sector, community-based organization, rehabilitation, organized labor, and education representatives, will select non-duplicative services and activities. An RFP package is developed by utilizing the approved program design.
2. The Administrative Entity will maintain a list of potential service deliverers (including but not limited to: local educational agencies; federal; state and local public service agencies such as the Department of Human Services, etc; economic development agencies; community-based organizations; private non-profit and private for profit agencies, neighborhood-based organizations; and organized labor. In addition, the CISD and WDB shall identify eligible providers of youth activities by awarding grants or contracts on a competitive basis, based on the recommendations of the Youth Council and on the criteria contained in the State plan.(WIA section 123; 29 USC 2843). In order to be in compliance with the “Charitable Choice” provision, the CISD also considers religious organizations on an equal, nondiscriminatory basis with the other groups when deciding to contract with private institutions for welfare services funded by TANF or Food Assistance programs.

This list is updated prior to distribution in order to insure compliance with and use of the List of Parties Excluded from Federal Procurement or Nonprocurement programs to ensure that we do not award assistance to listed parties in violation of this requirement. (For Prisoner Reentry, the similar list for the State is consulted.) The MWA utilizes current community service directories, phone directories, etc., to ensure that the list is all-inclusive. In addition, any entity requesting to be placed on the list is included.

An RFP Notice of Availability will be mailed to each agency on the list. The notice briefly describes the available funding, specifications of the activities to be funded and requires that interested agencies request, in writing, a copy of the appropriate RFP package. Also, a Public Notice stating the availability of an RFP package (with a description of the program) is published in the newspapers of the three county area. Finally, the RFP notice and documents are posted on the CISD website. Each agency responding will receive a copy of the appropriate RFP package and will be invited to a mandatory Bidder's Conference, as applicable, designed to assist in the development of program proposals.

3. Staff completes an unscored technical/compliance review and passes on those proposals meeting these basic requirements to a Review Panel consisting of Board members. The Review Panel evaluates and scores the proposals according to the following criteria, as applicable.

- (a) The degree to which the bidder demonstrates that the program design meets RFP specifications and shows an understanding of the objectives of the proposed workforce program, based upon the description of program design and planned activities. The creativity, practicality and probable effectiveness of the proposed design.

- (b) Implementation and flow of activities.

- (c) Clearly-defined coordination with other community resources, with specific benefits for the customers.

- (d) Performance standards and participant service schedule are consistent with RFP specifications and program design; outcomes are reasonable; additional performance objectives are proposed and a method for measuring is established.

- (e) The work plan is comprehensive and sequential; it covers all activities and tasks necessary to implement the proposed program. Each task has a measurable objective and reasonable time frame.

- (f) Line item budget analysis; relationship to proposed program design, expenses are clearly defined, budget shows reasonableness of proposed costs, provides back-up and detail for line items, supplies, materials, etc., and overall cost effectiveness. Amount of in-kind contributions to the budget.

- (g) Organizational chart, staffing plan and job descriptions are clear and show the expertise and capacity to effectively implement, execute and complete the proposed program. Job descriptions are included for all positions in the budget and include all information requested in the RFP.

(h) Bidder has documented history and expertise in providing the same or similar services, with a record of meeting established performance standards.

(i) Bidder has documented history of compliance with contract requirements, as well as accuracy and timeliness of fiscal, programmatic and MIS reporting.

(j) Bidder has a documented system for conducting internal monitoring to ensure contractual and quality compliance including procedures for corrective action.

(k) No findings of substance are identified in the bidder's Annual Audit Management Letters.

(l) The bidder is not listed on the applicable "excluded parties list" (i.e. debarred from receiving federal or state funds).

NOTE: A demonstrated effectiveness information form will be completed by staff on those bidding organizations who are deliverers of past programs. These forms, consisting of the following information, as applicable, will be utilized by the evaluators of the proposals.

Information:

- (a) Geographic region covered by contract
- (b) Type and complexity of contract/program
- (c) Financial information including level of funding, level of expenditures and annual audit management letters
- (d) Performance information including type and complexity of performance measures and percentage of performance standards meeting at least minimum contract performance standards
- (e) Monitoring information including corrective action, and responsiveness to corrective action
- (f) Any other issues of concern that were formally communicated to the contractor

4. All bidders will be asked to provide reference persons who *may* be contacted to verify or clarify information provided in the proposal.

5. The Review Panel may interview the finalists and will make a recommendation to the WDB Planning and Development committee. These recommendations are then presented to the full Workforce Development Board for approval at their next scheduled meeting.

6. The Administrative Entity will follow the requirements for cost or price analysis for procurements. Specifically, the MWA will perform an item-by-item review of the costs for all elements of the proposal. These will be

compared with either previous or similar contracts, catalog prices for off-the-shelf purchases or a comparison will be made between like or similar proposals/bids received.

7. A price analysis will be conducted to compare total cost of the service/product, the quality, suitability and adaptability of the supplies or services proposed by the bidder for the particular use required will be observed to determine the most suitable purchase in terms of both cost and quality.
8. A certification will be submitted by the offerer to the MWA, stating that the cost data is accurate, complete and current at the time of the agreement, in all cases where a cost analysis is necessary and there is inadequate price competition.
9. A written record will be kept of all transactions involved during this process and the rationale for the selection of the provider will be documented.

The Workforce Development Board is not required to award bids to the lowest bidder or to the best score, but must make award decisions based on the best overall proposals considering all relevant factors, including price, technical qualifications, responsiveness to the solicitation, demonstrated effectiveness, interview, etc.

The CISD reserves the right to modify any contract issued under an RFP. The change must be reasonable and fair within the contemplation of the parties at the time the contract was originally entered into and signed. If additional funding is requested by the contractor, the CISD will perform a cost / price analysis to determine that the funding increase is within the scope of the contract and that the costs are fair and reasonable. Increases to participant supportive services are allowed when justification for the increase is provided. In the event that additional funds become available to the MWA, contracts may be increased by serving additional participants while maintaining the cost per participant originally agreed upon by both parties.

## **Property Management Standards**

### Record Retention:

The Grant Recipient/Administrative Entity and contractors will maintain all property records and documentation for a period of ten (10) years. The retention period starts after the Workforce Development Agency, State of Michigan (WDASOM) or Michigan Department of Corrections (MDOC) accepts the final closeout report for the grant or contract. Records for nonexpendable property will be retained for ten (10) years after final disposition of the property. If any litigation, audit or claim is begun involving the grant or agreement, these records must be retained until all claims, etc. have been resolved.

### Property Maintenance:

The Administrative Entity and contractors will provide proper maintenance, secure warranties and follow manufacturer's recommended procedures for adequate care.

### Vestment of Title:

Title to equipment with an acquisition cost of \$5,000 or more is vested in the MWA (CISD). Vestment of title is contingent upon the MWA's operation of applicable programs. Title to equipment will transfer to WDASOM or MDOC upon the MWA's termination of applicable programs.

The State retains title to equipment with a unit cost of \$5000 or more, having a life of more than one year, that was purchased with program funds. This equipment must be returned to the State upon request of the Grant Administrator.

## **Inventory of Equipment, Furniture and Materials**

### *Non-Expendable and Expendable Equipment, Furniture & Materials*

Contractors are required to keep the purchase of large items of capital equipment and materials to a minimum. In order to allocate the expenditure of funds for major items of equipment over a several year period, organizations and agencies are encouraged to lease or rent equipment and other items where possible, or to purchase them with agency funds and charge them on a "use-fee" basis against the program.

If any items or equipment, furniture, or materials which are designed to last more than one year or which cost more than \$500 per unit are to be included in the grant, these should be itemized in the contract budget and a specific list which includes the make, model, and unit cost, should be submitted to Michigan Works!-CISD. Contractors who purchase non-expendable materials or equipment will be required to maintain a separate inventory on such equipment and to tag these items with inventory tags provided by Michigan Works!-CISD.

Items having a cost of less than \$500 will be considered expendable supplies and will be classified as office supplies or other expendable items as appropriate. The contractor will be responsible for these items but they need not be inventoried.

Any non-expendable items, which are purchased outright with funds available through Michigan Works!-CISD, will remain the property of Michigan Works!-CISD and may not be altered, moved, or disposed of without advance, written permission from Michigan Works!-CISD.

### *Property Inventory for Items Costing \$5,000 or More*

The Administrative Entity (CISD) will maintain a property inventory for equipment, including software, with a unit cost of \$5000 or more. This inventory list is verified annually, updated when necessary and audited through the annual single unit audit. A copy of the inventory items with an acquisition cost of \$5,000 or more is provided to the State by May 1 of each year.

The State will be notified within 30 days of acquisition of any items with a unit purchase price of \$5,000 or more, by submitting a “Confirmation of Equipment Purchase” form.

All equipment will be tagged indicating the MWA-Calhoun ISD and the identifying tag numbers.

Inventory control is maintained by automatic data processing records to provide the following:

- Description of Equipment
- Serial number
- I.D. or tag number
- Funding source of equipment
- Vestment of Title
- Acquisition date
- Cost
- Percentage of federal funds used in the acquisition
- Location of the equipment
- Condition of the equipment
- Program utilizing the equipment
- Approval date for disposition
- Disposal Date
- Net sales proceeds if disposed of

#### **EQUIPMENT, FURNITURE AND MATERIALS DISPOSITION**

Items that were purchased for \$5,000 or more will not be moved outside the MWA’s jurisdiction or disposed of without prior written approval from the WDASOM. When the item is traded or sold, the proceeds will be applied to offset the cost of replacement item, with the following exception:

Revenue from the disposition of item purchased with JTPA funds prior to July 1, 1993 will be considered program income. The cash proceeds or the trade-in value will be used for either purchasing replacement item or used as program income for the program that funded the purchase. Revenue from the sale of item purchased after July 1, 1993 is not program income, but is revenue which must be returned to the USDOL, except that it may be used for replacement or trade-in offset for the cost of replacement item.

Proceeds from the disposition of item purchased with JET funds may be used to offset the cost of new item and reported as program income under TANF.

Items purchased with Wagner-Peyser funds will be returned to the State upon request of the Contract Administrator.

**DESTROYED, MISSING OR STOLEN EQUIPMENT, FURNITURE AND MATERIALS**

Calhoun ISD will maintain documentation of all equipment, furniture and materials that are destroyed. Documentation will include: date item was destroyed, a description of the item and serial numbers and the cause of the loss. A police report will be completed on any missing or stolen items. For items costing \$5000 or more, a copy of the police report will be forwarded to the State. Inventory records will be adjusted accordingly.

**XVIII. INVENTORY FORM**

**Calhoun ISD**                      **MWA #03**                      **Subcontract Agency:** \_\_\_\_\_ **Date:** \_\_\_\_\_

Item #	Item Description	Serial #	Tag #	Funding Source	Vestment Of Title	Acquisition Date	Cost	Federal %	Location	Condition	Program	Disposition		
												Approval Date	Disposal Date	Net Sales Proceeds
1														
2														
3														
4														
5														
6														
7														
8														
9														
10														
11														
12														

- “A” New or used property in excellent condition.
- “B” Used property in good condition. Does not qualify for “A” because item is slightly deteriorated, but condition does not impair its utility.
- “C” Used property in fair condition. The property is deteriorated or damaged to the extent that its utility is slightly impaired.
- “D” Used property so badly deteriorated or damaged that its condition is poor and its utility is seriously impaired or useless.

## **XV. CONFLICT OF INTEREST POLICY**

The conflict of interest policy serves to ensure that conflict of interest is avoided in the procurement and authorization of **all** Workforce Development Funding - related goods and services. The following procedures and practices will be applied uniformly to WFD staff, sub-contractors, Board of Directors, the Workforce Development Board and the Chief Elected Officials:

### **A. Policy:**

1. No staff, sub-contract staff, Board Member, Workforce Development Board Member or Chief Elected Official shall be a party, directly or indirectly, to any contract between himself/herself and the Calhoun Intermediate School District, except as provided in Section 4;
2. No staff, sub-contract staff, Board Member, Workforce Development Board Member (including Youth Council) or Chief Elected Official shall directly or indirectly solicit or accept gratuities, favors, or anything of monetary value from suppliers or potential suppliers, any contract between the public entity of which he/she is an officer or employee and (a) himself/herself; (b) any firm (meaning a co-partnership or other unincorporated association) of which he/she is a partner, member or employee; (c) any private corporation of which he/she is a stockholder owning more than 1% of the total outstanding stock of any class where such stock is not listed on a stock exchange or stock with a present total market value in excess of \$25,000 where such stock is listed on a stock exchange or of which he/she is a director, officer, or employee; or (d) any trust of which he/she is a beneficiary or trustee; nor shall he/she take part in the negotiations for such a contract or the renegotiations thereof or amendment thereto or in the approval thereof; nor shall he/she represent either party in the transaction, except as provided in Section 4:
3. No staff member, sub-contract staff, Workforce Development Board (including Youth Council) or Chief Elected Official shall participate in the selection, award, or administration of a procurement, where, to the individual's knowledge, any of the following has a financial or other interest in the firm or organization which may be considered for the award: (a) the WDB member, MWA official, sub-contractor, employee, or agent; local elected officials; and chief elected officials; (b) any member of his or her immediate family (as defined in the nepotism policy); (c) his or her business partner; and (d) an employer or organization that has an arrangement concerning prospective employment.
4. The provisions of Section 2 hereof shall apply to all public servants who are paid for working more than an average of 25 hours per week for a public entity, but such provisions shall not apply to any other public servant; (1) if he/she shall promptly disclose his/her pecuniary interest in the contract to the official body which has power to approve the same, which disclosure shall be made a matter of record in its official proceedings; and (2) if the contract is approved by a vote of 2/3 of the full membership of such approving body without the vote of a member thereof, if any, making such a disclosure.

## **B. Procedures**

1. Staff will abstain from the evaluation of proposals or bids for goods and services whenever there is an obvious conflict of interest and/or as stated in the policy above; and
2. The Workforce Development Board, the Chief Elected Officials Board or any Youth Council member will abstain from any conflict of interest, as stated in their by-laws.

No member of this organization shall vote when the action to be voted upon directly or indirectly provides the member's employer with funding or services as provided by any Workforce Development Funds. This does not preclude a member from casting vote(s) on general appropriations or general plan formulae for the organization as a whole. This rule shall be enforced by the following procedures:

- i. When applicable, a member shall declare the existence of a "conflict of interest" and abstain from voting, will not participate in, any decision-making capacity on the provision of services by that member (or any organization which that member directly represents) nor on any matter which would provide financial benefits to that member or any member of his immediate family. This shall be entered into the minutes of the meeting. Any vote on any contractual matter when such a declaration of potential conflict of interest is made in accordance with this subsection, shall be by two-thirds of the full membership and without the vote of such abstaining member; and
- ii. Workforce Development Board members and Chief Executive Officers Board members, at all times, shall conduct themselves in a manner to avoid conflict of interest.
- iii. Sanctions, up to and including termination of Board membership or of a sub-contract, shall be determined by the majority of the Workforce Development Board members and will be enforced if the preceding policy has been violated.

## **MICHIGAN WORKS!**

### **WORKFORCE DEVELOPMENT NEPOTISM POLICY**

The Barry/Branch/Calhoun Michigan Works! Agency, Workforce Development Board and Chief Executive Officer's Board establishes the following Nepotism Policy to ensure that persons in an administrative capacity will not use their position for a purpose that is, or gives the appearance of being, motivated by favoritism for themselves or others with whom they have family relationships. There will not be even the slightest appearance of favoritism on the part of board members.

Per Workforce Development Agency, State of Michigan Policy Issuance #03-20, a person *in an administrative capacity* is defined as:

**Person in an Administrative Capacity:** - Those persons who have overall administrative responsibility for a program, including all elected and appointed officials, such as the Workforce Development Board (WDB) members and WDB committee members, and local elected officials, who have any responsibility for the obtaining of and/or approval of any WDB administered grant or contract, as well as other officials who have influence or control over the administration of the program, such as the project director, center director and unit chiefs; and persons who have eligibility determination, selection, hiring, placement or supervisory responsibilities for On-the-Job Training participants.

The Barry/Branch/Calhoun Workforce Development Board established the following definition of **immediate family** on July 15, 2003.

**Immediate Family:** - Wife, husband, son, daughter, mother, father, brother, brother-in-law, sister, sister-in-law, father-in-law, son-in-law, daughter-in-law, mother-in-law, grandparents, step-parent and step-child.

**Policy:** Persons in an administrative capacity, as defined in this policy, will not use their position for a purpose that is, or gives the appearance of being, motivated by favoritism for themselves or others with whom they have family relationships. There will not be even the slightest appearance of favoritism on the part of board members or other persons in an administrative capacity, as defined above. No individual may be placed in an employment position or program employment activity if a member of that person's immediate family is directly supervised by or directly supervises that individual. This policy covers all programs funded by the Workforce Development Agency, State of Michigan or Michigan Department of Corrections.