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## **General Procurement and Contract Terms and Conditions**

### **1. Confidentiality of Proposals**

Proposals shall be opened with reasonable precautions to avoid disclosure of contents to competing offers during the process of evaluation.

### **2. Changes in Facts**

Prospective vendors shall advise DESC during the time the proposal is open for consideration of any changes in the principal officers, organization, financial ability of, or any other facts presented in the proposal with respect to the vendor or the proposal immediately on occurrence.

### **3. Evaluation Procedures, Oral Presentations, and Site Inspections**

Following the receipt of the prospective vendor's proposal, a DESC-designated Evaluation Committee will evaluate each response. All proposals which meet the required format of this RFP will be evaluated. Any proposal determined to be non-responsive to the specifications or other requirements of the RFP, including instructions governing submission and format, will be disqualified unless DESC determines, at its sole discretion, that noncompliance is not substantial or that an alternative proposal by the prospective vendor is acceptable.

DESC may, at its discretion, make site visits to a vendor's facility to conduct an on-site, pre-award survey and / or a demonstration of the vendor's administrative and programmatic delivery systems and / or products. The prospective vendor will be expected to have at least one knowledgeable staff member available to respond to questions. DESC may include as part of its review an assessment of the reasonable accommodations needed for facilities, furniture, materials, and equipment in order to satisfactorily serve persons with disabilities, including those with hidden disabilities.

Performance data from other jurisdictions and funding sources submitted in support of the prospective vendor's ability to meet planned goals and funding requirements will be verified, and the award is contingent upon the verification of all such information. Findings from any site visit or pre-award survey will be used in determining the prospective vendor's capability. These findings will take precedence over any written statements in the proposal that cannot be verified onsite.

DESC reserves the right to request additional information to amplify, clarify, or support proposals. DESC also reserves the right, at its own discretion, to request oral presentations regarding proposals submitted in response to the RFP. Failure to make an oral presentation after one is requested by DESC will be grounds for rejection of the proposal.

Prospective vendors will be notified by DESC of the date, time, and location for any pre-award survey, site inspection, or oral presentation, if one is requested. A final determination will be made by DESC after any pre-award survey, site inspection, and /or oral presentation is completed.



Equal opportunity employer/program. Supported by the State of Michigan, Department of Labor and Economic Opportunity. A Michigan Works! Agency and proud partner of the American Job Center network. Auxiliary aids and services available upon request to individuals with disabilities. 1-800-285-WORK. TTY: 711.



## General Procurement and Contract Terms and Conditions

### **4. Pre-Award Termination of RFP Process**

DESC reserves the right to terminate the RFP process at any time for default, or for its own convenience, at such time as DESC in its sole discretion deems appropriate.

### **5. Contract Negotiations / Stipulations**

The RFP is competitive. Each proposal should be submitted in the most favorable terms that the prospective vendor can submit from a price and technical standpoint. The offer is subject to negotiation, but costs cannot increase during contract negotiation, unless required by DESC.

All contracts with DESC in excess of \$10,000 are subject to termination for cause, and for convenience by DESC. DESC will not enter into a contract with any person or entity that has been debarred or suspended from contracting with any federal or State governmental unit. All prospective vendors must accept DESC's contract boilerplate language or have a negotiated revision to said language on file with DESC.

All Professional Services Contracts with DESC are subject to the DESC Professional Services Contract boilerplate Terms and Conditions.

All Subrecipient Contracts with DESC are subject to the DESC Subrecipient Contract boilerplate Terms and Conditions.

All Master Training Agreement Contracts with DESC are subject to the DESC Master Training Agreement Contract boilerplate Terms and Conditions.

DESC has the right to terminate the negotiation process at any time for default, or for convenience, at the sole discretion of DESC.

### **6. Qualifying Statement**

DESC in conjunction with the Mayor's Workforce Development Board ("MWDB"), reserves the right to cancel this RFP in part or in its entirety, to accept or reject any or all proposals received, to waive any non-conformity, to re-advertise for proposals, or withhold the award for any reason DESC determines, and to take any other appropriate action regarding this RFP that is in the best interest of DESC.

DESC reserves the right to negotiate with all qualified entities. This RFP does not commit the MWDB or DESC to award a contract, to pay any costs incurred in the preparation of a proposal under this request, or to procure or contract for services.

### **7. Contract Approval**

Upon award of a contract pursuant to this RFP, DESC and the vendor shall execute a contract which shall contain all contractual terms and conditions in a form provided by DESC. No contract shall become effective until the contract has been approved by DESC and signed by DESC's President / Chief Executive Officer. Prior to completion of this approval process, the vendor shall have no authority to begin work under the contract. The Chief Financial Officer of DESC shall not authorize any payments to the vendor prior to such approvals, nor shall DESC incur any liability to reimburse the vendor regarding any expenditure for the purchase of materials or the payment of services.



## General Procurement and Contract Terms and Conditions

No monies can be released to any selected vendor until (a) a DESC contract has been signed with the vendor; (b) the vendor meets all DESC specifications; and (c) DESC approves the proposed contract.

DESC requires vendors, prior to the start of the contracted program, to have one of the following:

- i) A Certified Public Accountant (CPA) on staff or retainer, or
- ii) An accountant on staff or on retainer with at least seven years of grant accounting experience.

### **8. Cost Allocation Plan**

DESC may require vendors who provide direct services to participants, prior to the start of the contracted program, or at the beginning of contract negotiations, to produce a letter from a CPA firm that acknowledges the review and approval of the vendor's cost allocation plan, if appropriate. The cost allocation plan must identify WIOA-funded and non-WIOA-funded staff, operational, and other related costs.

### **9. DESC Performance Monitoring Procedures**

DESC will conduct periodic monitoring of all vendors to determine contractual compliance relative to performance outcomes, quality of operation, and customer service.

### **10. Modification of Services / Possible Modification**

DESC reserves the right to modify the services provided by the vendor awarded a contract during the contract period. Any modification and resulting changes in pricing shall be made by amendment to the contract by the vendor and DESC.

DESC also reserves the right to decrease or increase contract amounts during the life of the contract, based on utilization of funds, vendor performance, and the availability of funds, or as further described in the contract.

Any individual / organization applying under this RFP must be willing to adapt its proposal to specific funding guidelines or changes in DESC's State or federal regulations or policies.

Prospective vendors may be required to submit cost, technical, or other revisions of their proposal that may result from negotiations.

### **11. Adherence to Terms of Proposal**

A proposal once accepted by DESC may become a binding contractual obligation of the vendor. The failure of the vendor awarded the contract to accept this obligation and to adhere to the terms of the vendor's proposal may result in rejection of the proposal and the cancellation of any provisional award to the vendor.

### **12. Americans with Disabilities Act**

The Americans with Disabilities Act (ADA) requires all employers and agencies receiving federal funds to have their workplaces and program facilities accessible to persons with disabilities.

DESC has designed an initiative dedicated to expanding the capacity of WIOA-assisted programs to increase and improve services to persons with disabilities, including hidden disabilities.

The DESC staff and System Navigators will provide all WIOA-assisted programs with training, guidance, and support in ADA-related program areas. Some of the program areas include the following: outreach,



## General Procurement and Contract Terms and Conditions

recruitment, assessment, staff development, curriculum and materials development, career development, planning, partnership building and collaboration, employer training, and parent / family support and training.

Workforce service providers that are funded under this RFP should anticipate including among its participants individuals who have hidden disabilities such as psychiatric disabilities, substance use disorders, intellectual and learning disabilities. For the purposes of this RFP, an individual with disabilities is defined as an individual having a physical or mental impairment that substantially limits one or more of their major life activities, has a record of such impairment, or is regarded as having such an impairment.

### **13. Assignment**

The services to be performed by the vendor shall not be assigned, subcontracted, sublet, or transferred, nor shall the vendor assign any monies due or to become due to it under any contract entered into with DESC, without prior written approval of DESC.

### **14. Bonding**

Prospective vendors must identify the individuals in their organizations who will be responsible for handling all funding. Evidence that these individuals are bonded will be required prior to finalization of the contract with DESC.

### **15. Conflict of Interest**

DESC has adopted appropriate procedures and practices to ensure that conflict of interest is avoided in the procurement and authorization of all goods and services. Prospective vendors must have on record procedures and practices to avoid conflict of interest in the procurement of goods and services and the utilization of funds.

### **16. Continuous Quality Improvement**

Under DESC's continuous quality improvement initiative, all services and practices of DESC are the focus of scrutiny and continuing improvement efforts. DESC therefore requires that all vendors develop, keep on record, and follow a plan for continuous quality improvement of internal operations and customer services that will improve employee, employer, and participant satisfaction. All vendors are expected to engage in continuous internal performance management and take proactive corrective action if performance falls below target levels.

### **17. Freedom of Information Act**

Public documents may be requested under the Freedom of Information Act (FOIA) by an individual, corporation, Limited Liability Company, partnership, firm, organization, association, governmental entity, or other legal entity. DESC, a Michigan Works! Agency, is regulated by the State of Michigan and is mandated by FOIA to the extent required by law.

### **18. Liability, Risk, and Insurance**

**Potential vendors should note that any contract resulting from this Request for Proposals will contain certain provisions for liability, risk, and insurance, including the following:**

- (1) The vendor shall not hold DESC liable for any personal injury incurred by the vendor or its associates in performance of any contract resulting from this Request for Proposals. The vendor shall hold DESC harmless from any claims by the vendor's associates arising from such injury.



## General Procurement and Contract Terms and Conditions

- (2) The vendor shall hold DESC harmless against and from any and all liabilities, obligations, damages, penalties, claims, costs, charges, and expenses (including, without limitation, fees and expenses of attorneys, expert witnesses, and other consultants) which may be imposed upon, incurred by, or asserted against DESC by reason of any of the following during the term of the contract:
  - (a) Any neglect or tortuous act of the vendor or its associates;
  - (b) Any failure by the vendor or its associates to perform its obligations, either implied or expressed, under the contract; or
  - (c) Any dispute between DESC and the vendor.
- (3) The vendor shall hold DESC harmless for any and all injury, loss, or expense to the person or the property of an employee of DESC which arises out of or is pursuant to the vendor's performance under the contract.
- (4) In the event that any action or proceeding shall be brought against DESC by reason of any claim covered under a contract resulting from this RFP, the vendor, upon notice from DESC, will, at its sole cost and expense, resist or defend the same.
- (5) The vendor, and not DESC, has the responsibility to safeguard the property and materials that the vendor or its associates use or have in its (their) possession while performing under the contract. Further, the vendor shall hold DESC harmless for any loss of such property and materials used by the vendor or its associates, pursuant to the vendor's performance under the contract or which are in their possession.
- (6) DESC requires that all vendors, as a condition of contract approval by DESC, must obtain certain liability insurance coverages from their own insurance carriers, including coverages for theft, dishonesty, negligence, and failure to perform. All coverages shall name DESC as "also insured" for the proposed funded program project, or activity. At the time of contract negotiation, all vendors will be required to present evidence that all required insurance coverages are in full force and effect, and conform to the requirements set forth in the contract.
- (7) The vendor shall maintain insurance and bonding during the term of any contract resulting from the RFP, for all of its employees performing any services thereunder, in accordance with the following:
  - (a) Workers' Compensation Insurance which meets Michigan's statutory requirements and Employer's Liability Insurance with minimum limits of \$500,000 each accident / disease / employee
  - (b) Commercial General Liability Insurance with a minimum limit of \$1,000,000 per occurrence and a minimal annual aggregate limit of \$2,000,000. Coverage is to include blanket contractual liability. For contracts over \$1,000,000, the limits are \$5,000,000, both per occurrence and aggregate. DESC shall be an additional insured on all insurance covered under the contract and a certificate showing the same must be provided to DESC.
  - (c) Automobile Liability Insurance covering all owned, hired, and non-owned vehicles with personal protection insurance to comply with the provisions of the Michigan No-Fault Insurance Act, including residual liability insurance, with a minimum limit of \$1,000,000 for each occurrence



## General Procurement and Contract Terms and Conditions

- and a minimum annual aggregate limit of \$2,000,000. For contracts over \$1,000,000, the limit is \$5,000,000 per occurrence.
- (d) Bonding Insurance: If under this RFP, payment for services shall be by way of advance payments, every officer, director, agent, or employee of the vendor who is authorized to act on behalf of the vendor for the purposes of receiving or depositing instruments of payment for program costs, shall be bonded to provide protection against loss. The amount of coverage shall be the lower of the following: (1) \$100,000 or (2) the highest advance received for the preceding grant year, or for new vendors, the highest advance planned for the present grant year.
- (8) All such insurance shall be affected under valid and enforceable policies issued by insurers of recognized responsibility which are well-rated by national rating organizations and are acceptable to DESC. In addition, the vendor shall hold DESC harmless for payment of any deductibles required pursuant to any such policies.
- (9) The vendor shall apply the above insurance requirements, to the extent appropriate, to any subcontractor, and to any subcontractor employee, who is engaged in the performance of work under the contract.
- (10) If during the term of the contract, conditions change or other pertinent factors should in the reasonable judgment of DESC render inadequate the insurance limits stipulated above, the vendor will furnish on demand such additional coverage as may be reasonably required under the circumstances.
- (11) All insurance policies to be maintained by DESC as required herein shall name DESC as the insured, and shall, to the extent obtainable, be accompanied by a commitment from the insurer that such policies shall not be canceled or reduced without at least thirty (30) days' notice to DESC. Certificates of Insurance evidencing such coverage shall be submitted to the DESC Procurement and Contracting Unit, 115 Erskine, Second Floor, Detroit, MI 48201, prior to the commencement of performance under the contract and at least fifteen (15) days prior to the expiration dates of expiring policies. Insurance carriers are subject to the approval of DESC and such approval shall not be unreasonably withheld.
- (12) The vendor shall notify DESC of any change in coverage or carriers for the above insurance and of any cancellation of said insurance.
- (13) For purposes of the hold harmless (waiver and indemnity) provisions contained in the contract, the term "DESC" shall be deemed to include DESC and all other associated, affiliated, allied, or subsidiary entities or commissions, their officer, agents, and representatives now existing or hereafter created, their agents and employees. The term "Associates" as used herein, shall be deemed to include the vendor, its personnel, employees, consultants, subcontractors, agents, or any entities, associated or affiliated with, or subsidiary to, the vendor, now existing or hereafter created, their agents and employees.

### **19. Maintenance of Effort**

DESC requires that all programs and services proposed pursuant to this RFP are in addition to programs and services already being provided by the proposing organization. Programs and services funded by DESC may not be used to defray the costs of, or to supplant existing programs or program service levels available through the proposing organization. Proposing organizations must be able to demonstrate that existing services levels,





## General Procurement and Contract Terms and Conditions

e.g., the percentage of participants served by existing funded programs, does not decline because of DESC funding.

### **20. Miscellaneous**

It shall be the responsibility of the vendor to thoroughly familiarize themselves with the provisions of these specifications. After executing a contract with DESC, no consideration will be given to any claim of misunderstanding.

The vendor agrees to abide by the rules and regulations as prescribed herein by DESC as the same now exists or may hereafter from time to time be changed in writing.

### **21. News Release**

News releases pertaining to these proposal specifications of the provisions to which they relate shall not be made without prior approval of DESC and then only in coordination with DESC.

Vendors must mention in all oral and written presentations related to the contract that they are DESC vendors. Vendors must also display DESC's logo, WDASOM's logo, and the Michigan Works! Logo on all published documents, including brochures, letterhead stationery, and marketing materials including television ads, newspaper ads, and all signs on buildings and vehicles as a means of establishing brand recognition and community awareness of DESC and its many services, where appropriate. DESC's logo, WDASOM's logo and the Michigan Works! Logo in all visual materials must be equal in size to the vendor's logo and must be accompanied somewhere in the document by the statement, in at least 10-point type, that "Funding provided by the State of Michigan and the Detroit Employment Solutions Corporation." Prospective vendors must stipulate that they will conform to this requirement in their proposals.

### **22. Non-discrimination Policy**

Projects funded in response to this RFP are considered projects receiving federal or State financial assistance and, as such, are subject to prohibitions against discrimination. Specifically, 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, sexual orientation, gender identity, national origin, age, height, weight, genetic information, marital status, arrest without conviction, political affiliation or belief, and for beneficiaries only, citizenship or participation in any federally assisted program or activity.

Auxiliary aids and services are available upon request to individuals with disabilities.

Information about this RFP will be made available in alternative format upon written request to DESC.

### **23. Organizational Design and Information**

DESC requires that all prospective vendors affirm that the information contained in their proposal is entirely their own product or program design and is based on the prospective vendor's operational capacity. The prospective vendor must attest that the information contained in their proposal was not removed or copied without permission from another source or entity not affiliated with the vendor.

In addition to items listed previously in Section H. Insurance Requirements, the vendor undertakes and assumes all risk of dangerous conditions, if any, in and about any DESC premises and agrees to make an examination of all places where it will be performing the Services, in order to determine whether such places



## **General Procurement and Contract Terms and Conditions**

are safe for the performance of the Services. The vendor also agrees to waive and release any claim or liability against DESC for personal injury or property damage sustained by it or its associates while performing under the contract on premises, which are not owned by DESC.

The indemnification obligation under this Section shall not be abridged by any limitation on the amount or type of damages, compensation, or benefits payable under Workers' Compensation Acts or other employee benefit acts.

The vendor agrees that this indemnity provision shall apply to all matters described herein (whether the matter is litigated or not) which occur or arise between the vendor or its associates and DESC, and agrees to hold DESC harmless.

### **24. Vendor Confidentiality Statement**

The vendor agrees to keep the information related to all contracts and employees in strict confidence. Other than the reports submitted to DESC, the vendor agrees not to publish, reproduce, or otherwise divulge such information in whole or in part, in any manner or form, or authorize or permit others to do so, taking such reasonable measures as necessary to restrict access to the information on a "need to know" basis. The vendor agrees to immediately notify, in writing, DESC's authorized representative in the event the vendor determines or has reason to suspect a breach of this requirement.





## General Procurement and Contract Terms and Conditions

### **DEFINITIONS**

**1. Adult Basic Education (ABE)**

Also referred to as ABS (Adult Basic Skills). Refers to pre-college, non-credit instruction in reading, writing, mathematics, and English language skills, to help adult learner obtain a General Educational Development (GED) credential or enroll in postsecondary education.

**2. Apprentice Certificate**

An award certifying the completion of an apprenticeship program. Apprenticeship certificates are issued by the U.S. Department of Labor or a State apprenticeship agency. The apprenticeship system offers two types of credentials: (1) certificate of completion of an apprenticeship program, and (2) interim credentials.

**3. Assisted Services**

Services provided at the Workforce System or One Stop Centers that requires assistance by the Workforce System or One Stop Center's staff including evaluation and assessment of occupational or academic skills, referrals to training, supportive services, and other services provided by the workforce system or career service staff to participants.

**4. Average Earnings**

Total post-program earnings (in quarter two and quarter three after exit) of participants employed in the first, second, and third quarters after the exit quarter divided by the number of participants who exit during the quarter.

**5. Basic Skills Deficient**

The individual has English reading or computing skills at or below the 8<sup>th</sup> grade level on a generally accepted standardized test or a comparable score on a criterion-referred test. Note: Individuals with grade levels between 8.1 and 8.9 fall within the meaning of Basic Skills Deficient.

**6. Bonding**

A form of business insurance that is usually purchased to protect employers from any loss of money or property incurred as a result of employee misconduct. It protects an employer against employee theft, larceny, or embezzlement committed by a covered employee.

**7. Bridge Programs**

Programs designed for individuals whose skills do not meet minimum requirements for certain degree or certificate programs. Bridge programs allow learners to start from their current skill level and develop the basic skills they need to begin the training that is their ultimate goal.

**8. Career and Technical Education (CTE)**

Also known as Professional Technical Education (PTE) or Vocational Education (Voc. Ed). Organized educational activities that offer a sequence of courses that provide individuals with technical skill proficiency, and industry-recognized credential, a certificate, or an associate degree.

**9. Career Clusters**

A group of occupations and broad industries based on common knowledge and skills.



## General Procurement and Contract Terms and Conditions

### **10. Career Development Plan**

An individualized list of goals, objectives, and action steps for each participant that includes options and strategies that will result in the enhancement of job seeker workplace readiness skills and the attainment of employment.

### **11. Career Ladder**

A set of occupations that are linked together by common or complementary skills. These linkages provide workers with advancement opportunities and employers a pipeline of trainable employees.

### **12. Career Pathways**

The term “career pathway” means a combination of rigorous and high-quality education, training, and other services that (a) aligns with the skill needs of industries in the economy of the State or regional economy involved; (b) prepares an individual to be successful in any of a full range of secondary or post-secondary education options, including apprenticeships registered under the Act of August 16, 1937 (commonly known as the “National Apprenticeship Act”; 50 Stat. 664, chapter 663; 29 U.S.C. 50 et seq), referred to individually in this Act as an “apprenticeship” except in section 171; (c) includes counseling to support an individual in achieving the individual's educational and career goals; (d) includes, as appropriate, education offered concurrently with and in the same context as workforce preparation activities and training for a specific occupation or occupational cluster; (e) organizes education, training, and other services to meet the particular needs of an individual in a manner that accelerates the educational and career advancement of the individual to the extent practicable; (f) enables an individual to attain a secondary school diploma or its recognized equivalent, and at least 1 recognized postsecondary credential; and (g) helps an individual enter or advance within a specific occupation or occupational cluster.

### **13. Carl D. Perkins Career and Technical Education Act of 2006**

Federal legislation approved in 2006 with the purpose to more fully develop the academic, career, and technical skills of secondary and post-secondary education students who elect to enroll in career and technical education programs. Perkins funds provide limited resources for the development, improvement, and operation of Career and Technical Education (CTE) programs.

### **14. Certificate**

A formal award certifying the satisfactory completion of a post-secondary education program.

### **15. Certification / Personnel Certification**

A certificate indicates that the individual has acquired the necessary knowledge, skills, and sometimes personal attributes (based on a formal study) to perform a specific occupation or skill. Personnel Certificates are granted by non-governmental agencies (usually associations and companies) and are intended to set professional standards for qualifications.

### **16. “Chunked” Curriculum**

Also referred to as Modularized Curriculum. Curriculum that is divided into more manageable “chunks” or modules with the purpose of improving degree completion rates among non-traditional learners. Generally, each chunk leads to employment and connects to the next chunk, eventually leading to completion of an industry-recognized professional-technical degree. Chunking is one element in a comprehensive career pathway system.



## General Procurement and Contract Terms and Conditions

### **17. Classroom Training**

Academic and / or occupational training conducted in an institutional setting or through distance learning using technology.

### **18. Community Organization**

A private nonprofit organization that is representative of a community or a significant segment of a community and that has demonstrated expertise and effectiveness in the field of human services or workforce investment.

### **19. Competency-based Curriculum**

A program of study based on the mastery of specific information and skills usually tied to application in the workforce.

### **20. Continuous Quality Improvement**

A documented operational plan that seeks to implement a quality organization through improved management, employee performance, and customer satisfaction.

### **21. Credential**

A nationally recognized degree or certificate of State / locally recognized credential. Credentials include, but are not limited to, a high school diploma, General Equivalency Diploma (GED), or other recognized equivalents, post-secondary degrees / certificates, recognized skills standards, and licensure or industry-recognized credential.

### **22. Customized Training**

Customized training is designed to meet the special requirements of an employer (including a group of employers); conducted with a commitment by the employer to employ an individual upon successful completion of the training; and for the employer that pays for not less than 50 percent of the cost of the training.

### **23. Degree**

An award conferred by a college, university, or other post-secondary educational institution as official recognition of the successful completion of a program of study.

### **24. Employability Skills Development**

An organized effort to provide participants with transferable core skill groups that represent essential functions and enabling knowledge, skills, and attitudes required by the workplace. These skills are necessary for career success at all levels of employment and for all levels of education.

### **25. Employment Services**

Preparation for and success in employment services including, but not limited to, paid and unpaid work experiences, including internships, and job shadowing, on-the-job training, and occupational skills training.

### **26. Faith-based Organization**

Since there is no federal definition of faith-based organization, if an organization defines itself as a faith-based organization, then they are treated as such.



## General Procurement and Contract Terms and Conditions

### **27. Fast-Track Programs**

Also referred to as Accelerated Programs. The time commitment of traditional courses can pose a barrier for working non-traditional learners. Fast-track programs are designed to take less time than traditional courses, thereby addressing the barrier. Courses can be presented in less time than conventional courses or can be intensive, presented over a condensed period of time.

### **28. Freedom of Information Act**

The Freedom of Information Act (FOIA) is found in Title 5 of the United States Code, Section 522. It was enacted in 1966 and provides that any person has the right to access to federal agency records.

### **29. High Growth / High Demand Industries**

Industries that meet one or more of the following criteria: (i) projected to add substantial numbers of new jobs to the economy; (ii) have a significant impact on the economy overall; (iii) impact the growth of other industries; (iv) industries that are being transformed by technology and innovation requiring new skill sets for workers; or (v) a new and emerging business that is projected to grow.

### **30. Incumbent Worker**

An individual who is employed, including a new hire.

### **31. Individual Training Accounts (ITAs)**

Used to purchase individual services for adult or dislocated workers and funded by WIOA Title I.

### **32. Individual With a Disability**

An individual with a physical or mental impairment which substantially limits one or more of the major life activities of such individual; a record of such impairment; or being regarded as having such impairment.

### **33. In-Kind Contribution**

The value of non-cash contributions provided for the project or program that is not derived from the project or program's allocated funds. In-kind contributions may be in the form of real property, equipment, supplies, and other expendable property, and the value of goods and services directly benefiting and specifically identifiable to the project or program.

### **34. Job Matching**

The systematic linking of individuals with careers and job classifications based on personality, aptitude, education, and other characteristics.

### **35. Job Readiness Training**

Job readiness training provides, through classroom lectures and role-play, the development of the same set of skills and understanding to be acquired through work experience. It is generally offered as pre-vocational world-of-work skills that may include showing up on time, workplace attitudes, and behaviors. Job readiness training usually does not include an associated work component, but it may.

### **36. Memorandum of Agreement / Understanding**

An agreement between two or more entities concerning their respective roles and responsibilities in the implementation of a contract or shared task.



## General Procurement and Contract Terms and Conditions

### **37. Non-Profit Organization**

Any corporation, trust, association, cooperative, or other organization which is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest; is not organized for profit and uses its net proceeds to maintain, improve, and / or expand its operations. For this purpose, the term “non-profit organization” excludes colleges and universities; hospitals; State, local, and federally recognized Indian tribal governments; and those non-profit organizations which are excluded because their size and nature of operations can be considered to be similar to commercial concerns.

### **38. Occupational Skills Training**

Consists of training and education for job skills required by an employer to provide individuals with the abilities to obtain or advance in employment or adapt to changing workplace demands. Job skills training focuses on educational or technical training designed specifically to help individuals move into employment. Placement into this activity constitutes the appropriate comprehensive basic skills education required for individuals assessed at math and / or reading levels below ninth grade.

### **39. Offender**

An adult or juvenile who: (i) is or has been subject to any stage of the criminal justice process; or (ii) who requires assistance in overcoming artificial barriers to employment resulting from a record of arrest or conviction.

### **40. On-the-Job Training**

Training by an employer that is provided to a paid participant while engaged in productive work in a job that: provides knowledge or skills essential to the full and adequate performance of the job; provides reimbursement to the employer of up to 50 percent of the wage rate of the participant, for the extraordinary costs of providing the training and additional supervision related to the training; and that is limited to the period of time required for a participant to become proficient in the occupation for which the training is being provided. In determining the appropriate length of the contract, consideration should be given to the skills requirements of the occupation, the academic and occupational skills level of the participant, prior work experience, and the participant’s individual employment plan (WIA sections 101(31), 2 CFR 663.700(a) and (c), 65 FR49409).

### **41. Out-of-School Youth**

The term “out-of-school youth” means an individual who is (i) not attending any school (as defined under State law); (ii) not younger than age 16 or older than age 24; and (iii) one or more of the following:

- A school dropout.
- A youth who is within the age of compulsory school attendance but has not attended school for at least the most recent complete school year calendar quarter.
- A recipient of a secondary school diploma or its recognized equivalent who is a low-income individual and is;
  - basic skills deficient; or
  - an English language learner.
  - An individual who is subject to the juvenile or adult justice system.
  - A homeless individual (as defined in section 41403(6) of the Violence Against Women Act of 1994 (42 U.S.C. 14043e-2(6)), a homeless child or youth (as defined in section 725(2) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a(2)), a runaway, in foster care or has aged out of the foster care system, a child eligible for assistance under section 47 of the Social Security Act (42 U.S.C. 677), or in an out-of-home placement.



## General Procurement and Contract Terms and Conditions

- An individual who is pregnant or parenting.
- A youth who is an individual with a disability.
- A low-income individual who requires additional assistance to enter or complete an educational program or to secure or hold employment.

### **42. Participant**

An individual determined eligible to participate in the program and that receives a service funded by a program in a Michigan Works! One Stop Center or Satellite office.

### **43. Public Organization**

An entity that possesses taxing authority or one whose chief administrative officer or board, etc., is elected by the voters-at-large or their appointment is subject to approval by an elected official.

### **44. Remedial Training**

Training that is necessary to raise a participant's job skills level so that the participant can qualify for certain vocational skills training or help them to achieve employment. There are various types of remedial training which may be required or taken in conjunction with some type of occupational training. Types of remedial training may include GED, Developmental Math, Reading, and English, and English as a Second Language (ESL).

### **45. Soft Skills**

Refers to the cluster of personality traits, social graces, facility with language, personal habits, friendliness, and optimism that mark people to varying degrees. Soft skills complement hard skills, which are the technical requirements of long-term employment.

### **46. Vocational Training**

Prepares learners for careers that are traditionally non-academic and directly related to a specific trade, occupation, or vocation, hence the term, in which the learner participates. It is sometimes referred to as technical education, as the learner directly develops expertise in particular techniques or technology.

### **47. Workforce Service System**

A system under which entities responsible for administering separate workforce investment, educational, and other human services programs and funding streams collaborate to create a seamless system of service delivery that will enhance access to program services and improve long-term employment outcomes for individuals receiving assistance.



**DETROIT EMPLOYMENT SOLUTIONS CORPORATION**  
**A Michigan Works! Agency**

**Professional Services Contract Terms and Conditions**

**Mayor's Workforce Development Board**

Cynthia Pasky, Co-Chairperson

David Meador, Co-Chairperson

Nicole Sherard-Freeman, Executive Director

**Detroit Employment Solutions Corporation Board**

Alice Thompson, Chairperson

**Detroit Employment Solutions Corporation**

Terri Weems, President

Stephanie Nixon, Chief Program Officer

Madelyne Bernard-Diab, Chief Operating Officer



Equal opportunity employer/program. Supported by the State of Michigan, Department of Labor and Economic Opportunity. A Michigan Works! Agency and proud partner of the American Job Center network. Auxiliary aids and services available upon request to individuals with disabilities. 1-800-285-WORK. TTY: 711



## Professional Services Contract for {SERVICE} with VENDOR

The parties to this agreement, hereinafter referred to as the “Contract,” are the **Detroit Employment Solutions Corporation** (“DESC”) and **VENDOR**, a {STATE WHERE REGISTERED} {FORM OF BUSINESS}, Federal Tax ID ##-#####.

### RECITALS:

The Mayor’s Workforce Development Board (MWDB), Detroit Employment Solutions Corporation (DESC), Detroit at Work, One-Stop Service Centers, and Michigan Works! are all proud partners of the American Jobs Center network.

VENDOR was duly selected to provide {SERVICE} to DESC pursuant to the RFP titled {PROCUREMENT NAME}, which was issued on {PROCUREMENT ISSUE DATE} in accordance with the applicable federal and state rules, regulations, laws, and policies.

DESC and VENDOR mutually agree as follows:

### **SECTION I: STATEMENT OF PURPOSE**

The purpose of this Contract is to engage VENDOR to perform the services more fully described in the **Statement of Work** and to define the commercial terms and conditions to be observed by the Parties in connection with those services.

### **SECTION II: STATEMENT OF WORK**

A Statement of Work describing DESC’s requirements for services and deliverables(s) under this Contract is attached hereto as **Exhibit A**. VENDOR will provide **{SERVICE}** to DESC in accordance with the terms of this Contract and its Exhibits, DESC’s RFP, and VENDOR’s accepted proposal. In the event of conflict between the terms of the Statement of Work, the RFP, and/or VENDOR’s proposal, the Statement of Work and the other terms of this Contract will prevail.

### **SECTION III: CONTRACT TERM**

The Initial Term shall commence on **{CONTRACT START DATE}** and shall conclude on **{CONTRACT END DATE}**, unless terminated early or modified as provided in this Contract.

Upon conclusion of the Initial Term, this Agreement may be renewed for up to **{NUMBER OF RENEWALS}**, **{LENGTH OF RENEWAL}** periods (“First Renewal Term” and “Second Renewal Term”). Any renewal exercised under this contract must be consecutive to an existing Term and will be granted or withheld at DESC’s sole discretion for any reason, including, but not limited to VENDOR’s past performance, DESC’s existing/future funding, and



## Professional Services Contract for {SERVICE} with VENDOR

DESC's existing/future program and service level requirements. As such, despite the potential for renewal, VENDOR understands that it shall have no enforceable expectation that any such renewal shall occur. Any renewal will be effective only after approval by the President/CEO and/or the DESC Board of Directors, as required. Under no circumstances will the combined length of the Initial Term, First Renewal Term, and Second Renewal Term exceed three years.

### **SECTION IV: CONSIDERATION**

1. For the satisfactory performance of services as defined in the **Statement of Work** and the terms and conditions of this Contract, VENDOR shall be paid by DESC, in accordance with arrangements and conditions outlined herein, and amount which shall not exceed **{NOT TO EXCEED AMOUNT}**.

The total amount of the Contract is subject to adjustment by mutual agreement of the parties if the service is adjusted or if any change is made in DESC's funding which affects this Contract. DESC may adjust Contract terms, including payment, pursuant to the terms and conditions contained elsewhere in this Contract.

2. All payments to VENDOR shall be consistent with the **Fee Schedule** attached hereto as **Exhibit B** and shall be subject to satisfactory performance of the **Statement of Work** and conditions stated herein. No other costs of fees are allowable for reimbursement or payment under this Contract, except discounted fee amounts or other amounts that are less than what is specified.
3. **Audit Exception and Recoupment of Disallowed Fees.** VENDOR shall reimburse DESC for fees or expenses paid by DESC to VENDOR for performance under this Contract, which fees or expenses are subsequently disallowed by the State of Michigan, Labor and Economic Opportunity – Workforce Development (LEO-WD), the state or federal government, or by any other duly authorized agency. In the alternative, DESC may, at its sole discretion, offset any disallowed fees or expenses from the invoices owing to VENDOR when the disallowance is imposed. VENDOR is entitled to appeal any decision regarding disallowed fees in accordance with DESC's grievance and complaint policy, attached as **Exhibit E-1.**

### **SECTION V: ADDRESSES AND NOTICES**

All Contract-related notices shall be in writing and shall either be personally delivered or sent by express delivery service, certified mail, or first-class U.S. mail postage pre-paid, and addressed to the persons listed below.

The below listed persons and addresses may be modified by written notice to the other party. Notices shall be deemed given when one of the following occurs: (a) the date of actual receipt when noticed are hand delivered; (b) the next business day when notice is sent express delivery service or personal delivery; or (c) three (3) days after mailing first class or certified U.S. mail.



Professional Services Contract for {SERVICE} with  
VENDOR

<b>Detroit Employment Solutions Corporation</b>	<b>VENDOR</b>
Terri Weems	{AUTHORIZED SIGNER}
President	{AUTHORIZED SIGNER TITLE}
115 Erskine, Second Floor	{ORGANIZATION ADDRESS}
Detroit, MI 48201	

**SECTION VI: INVOICES AND PAYMENT ARRANGEMENTS**

1. Payment by DESC to VENDOR for services rendered under this Contract shall be contingent upon the following:
  - a. VENDOR's performance of the Statement of Work (Exhibit A), and compliance with the Fee Schedule (Exhibit B).
  - b. VENDOR will invoice DESC for services rendered. Unless DESC provides otherwise, invoices shall be submitted monthly and shall only be for those services provided during the preceding calendar period.
  - c. Allowable costs shall be determined in accordance with 48 CFR 31 and any other applicable federal law, rule, regulation, or policy. VENDOR shall adhere to the Generally Accepted Accounting Principles. VENDOR's overall financial management system must ensure effective control over accountability for all funds received. Accounting records must be supported by source documentation such as time sheets and invoices or any other documents requires by DESC. At the discretion of DESC, the Contract may be subject to a final audit prior to or after the final payment.
  - d. All payments to VENDOR are subject to approval by DESC before payment.
  - e. All invoices must be submitted electronically in accordance with DESC policies and procedures. Invoices submitted by any other method will not be accepted.
  - f. VENDOR is responsible for creating a valid Launchpad Login and maintaining the Login throughout the term of this Contract and any subsequent Renewal terms, if applicable.
2. It is agreed between the parties to this Contract that DESC will pay invoices within thirty (30) days following their receipt of the invoice.
3. Payments, in whole or in part, pursuant to this Contract may be suspended and/or disallowed by DESC for any breach of this Contract or any violation of state or federal law, rule, regulation, or policy.



Professional Services Contract for {SERVICE} with  
VENDOR

**SECTION VII: HOLD HARMLESS AND INSURANCE**

1. VENDOR, its assigns, agents, representatives, owners, and employees indemnify, release, waive, forever discharge, hold harmless, defend, and covenant not to sue DESC, its employees, agents, board members, staff, attorneys, and other representatives, from and for any and all claims, demands, grievances, actions, damages, agreements, contracts, loss of services, expenses, attorneys' fees, costs, interest, and commitments and understandings of any kind, whether known or unknown, and whether asserted or not in any pending grievances, arbitration proceedings, lawsuit, administrative action, or other proceedings of any kind, as it relates to all liability that arises out of, or by reason of (a) any noncompliance by VENDOR with any agreements, covenants, warranties, or undertakings of VENDOR contained in or made pursuant to this contract; (b) any misrepresentations or breach representations and warranties of VENDOR contained in or made pursuant to this contract; (c) for wrongful or negligent acts of VENDOR or VENDOR's employees, agents, representatives, owners, or subcontractors. Through this Contract, VENDOR hereby releases and indemnifies all such claims, complaints, or charges, which have been or could have asserted, in any lawsuit, arbitration, grievance, or other proceedings, with regard to VENDOR's or its subcontractors' acts or omissions as it relates to this Contract.
2. VENDOR shall promptly submit notice to DESC of any civil, administrative, or criminal action brought against VENDOR resulting from or related to this Contract, or of VENDOR's suspension or debarment from state, federal, or local contracting for any reason.
3. VENDOR shall procure and maintain during the duration of this Contract the following kinds and amounts of insurance:
  - a. A \$3,000,000 per occurrence Commercial General Liability Policy
    - Broad form property damage
    - Premises/Operations
    - Independent Contractors
    - (Blanket) Broad form Contractual
    - Personal Injury
  - b. Workers' compensation insurance, as required by law,
  - c. \$1,000,000 combined single limit automobile liability insurance, including hired and leased vehicles, owned and non-owned autos, and "no fault" coverage, as required.
  - d. Errors and omissions liability insurance (including coverage for professional liability or malpractice) with minimum limits of \$1,000,000 per occurrence and \$1,000,000 dollars aggregate.
  - e. Fidelity bonds for all employees, officers, and board members who handle or record cash or prepare or sign checks and for employees, officers, and board members who have any other access to funds/or checks. In the event that such bonds are cancelled, VENDOR shall notify DESC immediately pursuant to the requirements of the "Notices" article ([Section V](#)) contained herein.



Professional Services Contract for {SERVICE} with  
VENDOR

4. VENDOR shall apply the above insurance requirements, to the extent appropriate, to any subcontractor, and to any subcontractor employee, who is engaged in the performance of work under this contract.
5. All insurance policies are to be maintained by VENDOR as required herein and shall name VENDOR as the insured, and shall, to the extent obtainable, be accompanied by a commitment from the insurer that such policies shall not be canceled or reduced without at least thirty (30) days' prior written notice to DESC. DESC reserves the right to require that DESC be included as a named insured on any policy required hereunder. Certificates of insurance evidencing such coverage shall be submitted to DESC, prior to the commencement of performance under this Contract and at least fifteen (15) days prior to the expiration dates of expiring policies.
6. If during the term of this Contract, changed conditions or other pertinent factors should, in the reasonable judgment of DESC, render inadequate the insurance limits stipulated above herein, VENDOR will furnish on demand such additional coverage as may be reasonably required under the circumstances. Any additional increase of insurance coverage would be by mutual agreement of both parties.
7. VENDOR shall notify DESC of any change in coverage or carriers for the above insurances and of any cancellation of said insurance.

**SECTION VIII: GENERAL PROVISIONS**

1. VENDOR will abide by all applicable terms and conditions imposed and required by any and all funding sources of DESC and all applicable laws, policies, rules, and regulations of the local, state, and federal governments
2. This Contract is the exclusive and entire agreement between DESC and VENDOR. It may not be modified except in a writing signed by both parties and otherwise as provided in Section XII "Modification."
3. The Contract in no manner removes or diminishes VENDOR's obligation to comply with all applicable laws, policies, ordinances, and codes of the federal, state, or local government.
4. VENDOR shall perform and act as a Contractor. VENDOR is not free to divest responsibility for the performance of, or for the quality of, services requested by DESC pursuant to this Contract. VENDOR may not assign or subcontract any rights or obligations under this Contract without DESC's prior written approval.
5. All powers not explicitly vested in VENDOR by this Contract remain with DESC.
6. VENDOR and its associates are acting as an independent contractor hereunder and not as agents or employees of DESC. This Contract implies no relationship, other than that of independent contractor, between the parties hereto or between a party and the other party's agent, employee, subgrantee, or subcontractor. It is understood that VENDOR has no authority to assume or create an obligation or responsibility on behalf of or in the name of DESC or to attempt to bind DESC in any way whatsoever. Further, no liability or benefits, such as worker's compensation, pension rights or liabilities, insurance rights or liabilities, or other provisions or liabilities arising out of or related to a contract-for-hire or an employer/employee relationship shall arise or accrue to either party hereto or either party's agent or employee, with respect to DESC, as a result of the performance of this Contract.





Professional Services Contract for {SERVICE} with  
VENDOR

VENDOR shall defend and hold harmless DESC from any claim by it or its associates regarding any of the aforesaid liabilities or benefits and from any cost or expenses related thereto.

7. VENDOR declares that VENDOR is not debarred or suspended from federal, state, or local contracting and has complied with all federal, state, and local laws requiring business permits, certificates, and licenses required to carry out the services to be performed under this Contract.
8. VENDOR understands that it and/or any of its employees are not eligible to participate in any employee pension, health, vacation pay, sick pay, or other fringe benefit plan of DESC.
9. DESC shall not obtain worker's compensation insurance on behalf of VENDOR.
10. DESC shall make no state or federal unemployment compensation payments on behalf of VENDOR. VENDOR will not be entitled to there benefits in connection with work performed under this Contract. If VENDOR employs or otherwise engages another individual or party to assist in carrying out this Contract, and that individual or party files a claim for and/or receives unemployment benefits, the total amount of unemployment compensation awarded to and received by VENDOR shall be deducted from and offset against the amount of compensation due and payable to VENDOR by DESC under this Contract.
11. This Contract shall be governed by the laws of the State of Michigan. Venue for any judicial, administrative, or arbitration proceeding between the Parties shall be established and thereafter conducted in Wayne County, Michigan.
12. All public communications, marketing, and outreach related to services delivered under this contract must be coordinated and approved through DESC. This includes, but is not limited to, any documents published for external use among customers, the community at large, and stakeholders. If DESC determines that this is violated, the penalty may result in termination of this Contract.

**SECTION IX: FAIR EMPLOYMENT PRACTICE, AFFIRMATIVE ACTION**

1. In accordance with the United States Constitution and all federal legislation and regulations governing fair employment practices and equal employment opportunity, including but not limited to, Title VI of the Civil Rights Act of 1964 (P.L. 88-352, 78 STAT.252) and United States Department of Justice Regulations (28 CFR 42) issued pursuant to the Title; and in accordance with the Michigan Constitution and all State laws and regulations governing fair employment practices and equal opportunity, including but not limited to the Michigan Civil Rights Act (1976 PA 453) and the People with Disabilities Civil Rights Act (P.A. 1976 No. 220); VENDOR agrees that it will not discriminate against any person, employee, consultant, or applicant for employment with respect to his (her) hire, tenure, terms, conditions or privileges of employment or hire because of his (her) religion, race, color, national origin, age, sex, height, weight, marital status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position. VENDOR recognizes the right of the United States and the State of Michigan to seek judicial enforcement of the foregoing covenants against discrimination against itself or its subcontractors.



Professional Services Contract for {SERVICE} with  
VENDOR

2. VENDOR hereby agrees that it shall comply with Section 188 of the Workforce Innovation and Opportunity Act (WIOA), 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.
3. VENDOR agrees to adhere to DESC's discrimination and complaint procedures as described in [Exhibit E-1](#). VENDOR shall not discriminate against any employee or applicant for employment, training, education, or apprenticeship connected directly or indirectly with the performance of this Contract, with respect to his (her) hire, promotion, job assignment, tenure, terms, conditions, or privileges of employment because of race, color, creed, national origin, age, marital status, disability, sex, or sexual orientation. In the event that informal discussion fails to resolve the dispute, protest, or claim, either party may request formal resolution in accordance with DESC's policies – [Exhibit E-1](#).
4. As a condition to the award of this Contract, VENDOR must assure that it has the ability to comply with all applicable laws and regulations, as well as the nondiscrimination and equal opportunity provisions of 29 CFR §38.25 and will remain in compliance for the duration of the Contract.

**SECTION X: RECORDS, REPORTS, AND AUDITS**

1. VENDOR shall record all service fees/costs charged in the performance of this Contract, as incurred or charged, and report these fees/costs in the manner requested by DESC and in compliance with all laws, rules, regulations, and policies of the state, federal, and local governments and by DESC. Any additional reporting requirements are effective during the term of this Contract and are not retroactive.
2. To the extent applicable to VENDOR's receipt of funds under this Contract, VENDOR shall comply with the uniform administrative rules and requirements for grants and cooperative agreements as set forth in 29 CFR 95 and 97, and 45 CFR 74 and 92. Administrative requirements mean those matters common to grants in general, such as financial management, reports, and retention of records.
3. To the extent required by law, and in accordance with 20 CFR 627.480, 29 CFR 97.26, and 29 CFR 95.26, VENDOR shall comply with the requirements for an annual independent audit that applies to its organization
4. Upon termination of this Contract pursuant to Section XIII, below, or at DESC's request VENDOR will submit to DESC all requested closeout documents, including a final accounting of all expenditures made in performance of this Contract and such other documents as requested by DESC.
5. DESC and any government/grantor agency providing funding for this Contract, including the State of Michigan and the U.S. Department of Labor, shall have the right to review, examine, inspect, and audit, all records, reports, documents, work papers, and supporting data of the Michigan Works! Agency pertaining to this Contract, upon request. VENDOR agrees to cooperate with any such request and will provide written notice to DESC upon receipt of any such request. DESC will provide copies of VENDOR's reports to the State of Michigan and to the U.S. Department of Labor within three (3) business days following receipt of the reports from VENDOR.



Professional Services Contract for {SERVICE} with  
VENDOR

6. In accordance with 29 CFR 97.34, VENDOR acknowledges that the funding agency reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or other use, for government purpose:
  - a. The copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant; and
  - b. Any rights of copyright to which a grantee, subgrantee, or a Contractor purchases ownership with grant support.
7. In accordance with 37 CFR 401.14(a), which is incorporated by reference and made a part hereof, VENDOR acknowledges that this Contract is subject to the requirements and regulations of any funding agency pertaining to patent rights with respect to any invention or discovery which may arise under this Contract.
8. Pursuant to 2 CFR 200.33(d), VENDOR will monitor the activities of any subcontractors as necessary to ensure that any subaward is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of the subaward. Monitoring of the subcontractor must include reviewing financial and professional reports required by VENDOR.

**SECTION XI: PERFORMANCE**

1. Performance as set forth in this Contract and its Exhibits is essential to the life of the Contract.
2. Neither Party shall be in default by reason of any failure in performance of the Contract in accordance with its terms, if such failure arises out of *force majeure* causes beyond the control and without the fault or negligence of the Party. For the purposes of this Contract, *force majeure* events are events arising from acts of war, terrorist acts, public health emergencies declared under governmental authority, civil commotions resulting in the declaration of a state of emergency under governmental authority, environmental or atmospheric disasters, fires, or other casualty events.

**SECTION XII: MODIFICATION**

1. This Contract may be unilaterally amended or modified by DESC due to changes in funding or changes in laws, regulations, rules, policies, procedures, or plans that affect this Contract or DESC's payment under this Contract. Any unilateral amendment by DESC pursuant to this paragraph shall require the issuance of a written change notice to VENDOR. If, upon receipt of such written notice, VENDOR does not agree with DESC's unilateral amendment, VENDOR shall have the right to: 1) attempt to negotiate the unilaterally amended terms and conditions with DESC; or 2) terminate this Contract effective immediately upon written notice to DESC; however, upon DESC's request, VENDOR will continue to work with DESC and any new contractor to ensure an orderly and reasonable transition of services.
2. Modifications, other than those described in paragraph 1 above, may only be made by mutual agreement of the parties. If any party wished to modify the Contract in whole or in part, it must provide written notice to the other party. Upon receipt of the notice, the other party shall have fifteen (15) days to either accept the change /



Professional Services Contract for {SERVICE} with  
VENDOR

modification or notify the requesting party that the change / modification is not acceptable. If the parties do not agree on the modification terms, the Contract may be terminated as set forth below in Section XIII.

**SECTION XIII: TERMINATION**

1. Either party may terminate this Contract at any time during the Contract period upon thirty (30) days' written notice to the other party ("Notice of Termination"), for any reason, including convenience, without incurring obligation or penalty of any kind, except that VENDOR shall be reimbursed for actual costs incurred in rendering services through the effective date of termination, as well as reasonable and allowable closeout services and expenses pre-approved by DESC and incurred as a result of early Contract termination. The effective date of early Contract termination shall be clearly stated in the written notice. The parties may negotiate and mutually agree in writing to a shorter or longer termination period.
2. Any termination of this Contract by either party shall be effected by delivery to the other side a Notice of Termination specifying the extent of which performance of work under the Contract is terminated and the date upon which such termination becomes effective.
3. If the Contract is terminated by either party, VENDOR agrees to assist any new contractor and DESC with the transition to a new contractor, if necessary and at the request of DESC. VENDOR will be compensated for such assistance per the terms and conditions of this Contract, unless the parties mutually agree to a separate agreement containing the terms and condition of the transition, to be signed by both parties. VENDOR will be liable to DESC for any damages that result from VENDOR's neglect, misconduct, negligence, or improper actions during the transition and following DESC's receipt of VENDOR's Notice of Termination.
4. This Contract may also be terminated early by DESC for any of the following reasons provided below. DESC will issue a Notice of Termination, as described in paragraph 2 above, except that DESC may indicate a period shorter than thirty (30) days for termination if warranted by the facts and circumstances and such will be indicated in the Notice of Termination.
  - a. Default or breach of any term of this Contract or the Exhibits by VENDOR.
  - b. Violation by VENDOR of any state or federal law, policy, regulation, or order that relates to or affects the terms and conditions or subject matter of this Contract.
  - c. Amendment or change of any state or federal law, policy, regulation, or order that requires the modification or termination of this Contract.
  - d. Reduction in funding. In the event that DESC fails to receive the funding (public or private dollars) necessary for this Contract, DESC may terminate this Contract by providing written notice to VENDOR as soon as practicable. If the action(s) of the funding source results in an immediate absence or termination of funding, cancellation of the Contract may be made effective immediately upon delivery of notice to VENDOR.



Professional Services Contract for {SERVICE} with  
VENDOR

- e. Upon order of a court or direction by the federal or state government. In the event of a court order or order or directive by a federal or state agency halting or suspending activities under this Contract, DESC shall direct VENDOR to take immediate action to comply with such order or directive. In the event of termination or suspension of this Contract under this sub-paragraph, VENDOR shall, unless otherwise directed by DESC, immediately take all reasonable steps to terminate Contract operations and to avoid and / or minimize further expenditures.
  - f. Criminal conviction. DESC may immediately terminate this Contract if an employee of VENDOR, or any of its subcontractors, is convicted of a criminal offense that directly relates to this Contract or relates to or affects VENDOR's ability to perform any of the duties described in the Contract or that reflects poorly upon DESC's business integrity or poses a threat to DESC.
  - g. Customer service. DESC may terminate the Contract if DESC learns that there are customer service-related complaints with VENDOR. VENDOR will be given a reasonable amount of time to cure any unsatisfactory customer service issues, but if the customer service complaints are not corrected by DESC's deadline, DESC may terminate this Contract without further liability to DESC.
  - h. Financial stability. If DESC determines that VENDOR is not financially stable, as defined below, DESC may terminate this Contract effective immediately. VENDOR is considered to be not financially stable if its financial situation negatively impacts the performance, purpose, or terms and conditions of this Contract, violates DESC policy, or violates state or federal law, policy, or regulation. VENDOR understands and agrees that upon request it will produce to DESC any relevant and necessary financial records or information to substantiate its financial stability. The financial stability of VENDOR is essential to carrying out the terms and conditions of this Contract.
  - i. VENDOR's suspension or debarment from state, federal, or local contracting for any reason.
5. If this Contract's period expires and a contract for the new contractor has not yet been executed by and between the parties, and DESC provides written authorization for VENDOR to continue incurring costs and expenses and to continue providing services in the interim, the parties agree that all of the terms and conditions in this Contract shall apply to both parties, including, but not limited to, reimbursing VENDOR and its subcontractors for costs and expenses incurred in providing services until a new contract is executed by both parties.
6. Except as provided elsewhere in this Section, if the Contract is terminated, DESC will pay VENDOR only for the services rendered prior to termination. The amount of the payment shall be computed by DESC on the basis of services rendered and the service fee amounts agreed upon in this Contract and its Exhibits. Final payment to VENDOR shall constitute full and complete payment and satisfaction under this Contract. Should DESC or its designee undertake any part of the services which are to be performed by VENDOR, VENDOR shall not be entitled to any compensation for the services so performed.



Professional Services Contract for {SERVICE} with  
VENDOR

**SECTION XIV: DISPUTES**

1. VENDOR agrees to adhere to DESC's grievance and complaint procedures as described in [Exhibit E-2](#). Both parties agree to informally discuss and attempt to resolve disputes, protests, and claims in a joint meeting. In the event that formal discussion fails to resolve the dispute, protest, or claim, either party may request formal resolution in accordance with DESC's policies – [Exhibit E-2](#).
2. VENDOR agrees to participate in and be bound by disallowed cost or grievance decisions issued by DESC. Such decisions shall include an opportunity for a fair hearing and appeals upon request. All such decisions shall be fully enforceable in Michigan or Federal courts situated in Wayne County, Michigan.
3. Arbitration Agreement
  - a. In recognition of the fact that differences may arise between DESC and VENDOR relating to the Contract, and that the resolution of such differences through civil litigation is rarely time or cost effective for either party, the parties agree to resolve all claims through arbitration in accordance with the provisions contained herein, hereinafter referred to as the "Agreement to Arbitrate," rather than through civil litigation in either state or federal court. VENDOR understands that this Agreement to Arbitrate is a term and condition of this Contract.
  - b. This Agreement to Arbitrate does not negate or revoke the application of applicable policies and / or regulations issued by the State of Michigan Workforce Development Agency or any other applicable state or federal laws or regulations.
  - c. Covered Claims. Except as otherwise provided in this Agreement to Arbitrate, DESC and VENDOR consent to the resolution by arbitration of all disputes, controversies, or claims, for which a court otherwise would be authorized by law to grant relief, arising out of, relating to, or associated with this Contract or its termination.
  - d. Claims Not Covered. These provisions do not apply to claims for injunctive and / or other equitable relief or any claims that are prohibited from submission to arbitration by state or federal law or previous written agreement between the parties.
  - e. Notice Requirements / Limitation Period. DESC or VENDOR must give written notice to the other party and the American Arbitration Association (AAA) within six months after the date the party first had knowledge of the events or circumstances giving rise to a claim, or within the time period for the claim prescribed by the applicable state or federal statute; otherwise, the claim shall be void and deemed waived.
    - i. Written notice to DESC or VENDOR shall be sent to the parties and addresses identified in [Section V](#): 'Addresses and Notices'.





Professional Services Contract for {SERVICE} with  
VENDOR

- ii. The written notice shall identify and describe the nature of all claims asserted and the facts on which the claims are based. The notice shall be sent to the other party by certified or registered mail, return receipt requested.

4. Procedural Requirements.

- a. Arbitrator. Except as otherwise provided, any arbitration shall be in accordance with the Model Employment Arbitration Procedures of the American Arbitration Association in effect at the time written notice of the claim is given. The arbitration shall be before an arbitrator who is licensed to practice law in the State of Michigan.
- b. Selection. The arbitrator shall be selected from a list of eleven (11) arbitrators the AAA compiles from its panel depending on the type of claim at issue. The AAA shall give DESC and VENDOR each a copy of the list. Each side may strike all names it deems unacceptable. If only one common name remains on the lists of all parties, that individual shall be designated as the arbitrator. If more than one common name remains on the lists of all parties, the parties shall strike names alternately until only one remains. If no common name remains on the lists of all parties, the AAA shall furnish an additional list, where parties will alternately strike names until only one arbitrator is left.
- c. Representation. DESC and VENDOR may be represented by an attorney or other representative.
- d. Discovery. Each party shall have the right to take depositions of any witnesses, including experts designated by another party. Each party shall also have the right to make requests for production of documents and submit interrogatories to the other party. The subpoena right specified in Sub-Section (f) below of this article shall be applicable to discovery pursuant to this paragraph. Discovery shall be governed by the Michigan Court Rules of 1985, as amended.
- e. Designation of Witnesses and Exhibits. At least ninety (90) days before the arbitration hearing, the parties must exchange lists of witnesses, including any experts. Copies of all exhibits intended to be used and submitted at the arbitration hearing must be exchanged at least thirty (30) days before the hearing date.
- f. Subpoenas. Both DESC and VENDOR shall have the right to subpoena witnesses and documents for the arbitration hearing.
- g. Authority and Jurisdiction. The arbitrator shall apply the substantive law (and law of remedies, if applicable) of the State of Michigan, or federal law, or both, as applicable to the claim asserted. The Michigan Rules of Evidence shall apply. The arbitrator shall have jurisdiction to hear and rule on prehearing disputes and is authorized to hold prehearing conference by telephone or in person, as the arbitrator deems necessary. The arbitrator shall also have the authority to entertain a motion to dismiss and / or a motion for summary judgment by any party and shall apply the standards governing such motions found in the Michigan Court Rules. The arbitrator shall have no power to invalidate, add to, subtract from, or alter DESC's policies and procedures, or any other terms of the contractual relationship,



Professional Services Contract for {SERVICE} with  
VENDOR

and shall render a written decision setting forth findings of fact and conclusions of law as to the claims or disputes at issue.

- h. Award. The arbitrator shall render a written award and opinion in the form typically rendered in arbitration cases. The arbitration award shall be final and binding on the parties, and any judgment may be enforced in the court having jurisdiction. Either party shall have ninety (90) days after issuance of the arbitral award within which to appeal the award to the court having jurisdiction to set aside the award. Either party, on request at the close of hearing, shall be allowed to file a post-hearing brief. The arbitrator shall set the time for filing the brief.
- i. Nonpublic Hearing. The parties agree that the arbitration hearing shall be a private proceeding not open to the public, unless required by law. Only the arbitrator, the parties, the representatives of the parties, and witnesses may be present at the arbitration hearing.
- j. Arbitration Fees and Costs. Each party shall pay its own costs and attorney fees. However, if any party prevails on a statutory claim that entitles the prevailing party to attorney fees, or if there is a written agreement providing for the payment of attorney fees, the arbitrator may award reasonable fees in accordance with the statute or agreement. Either party, at its expense, may arrange for and pay the cost of a court reporter to provide a stenographic record of the proceedings.

CERTIFICATIONS ON THE FOLLOWING PAGES



Professional Services Contract for {SERVICE} with  
VENDOR

CERTIFICATION

By signing this Agreement, all parties agree that the provisions contained herein are subject to all applicable Federal, State, and local laws, regulations, and / or guidelines relating to nondiscrimination, equal opportunity, displacement, privacy rights of participants, and maintenance of records and other confidential information.

**Signatures below of individuals who are authorized to sign this Agreement certify that they have read, understand, and agree to the terms of this Agreement.**

**FOR VENDOR:**

---

**Signature and Date**

{ AUTHORIZED SIGNER }

{ AUTHORIZED SIGNER TITLE }

{ ORGANIZATION ADDRESS }



Professional Services Contract for {SERVICE} with  
VENDOR

**CERTIFICATION**

By signing this Agreement, all parties agree that the provisions contained herein are subject to all applicable Federal, State, and local laws, regulations, and / or guidelines relating to nondiscrimination, equal opportunity, displacement, privacy rights of participants, and maintenance of records and other confidential information.

**Signatures below of individuals who are authorized to sign this Agreement certify that they have read, understand, and agree to the terms of this Agreement.**

**FOR DETROIT EMPLOYMENT SOLUTIONS CORPORATION:**

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**Signature and Date**

Terri Weems  
President

**EXHIBITS LISTED ON THE NEXT PAGE**



Professional Services Contract for {SERVICE} with  
VENDOR

EXHIBITS

1. Statement of Work (Exhibit A)
2. Fee Schedule (Exhibit B)
3. Discrimination Policy Acknowledgement Form – Signature Requested ([Exhibit E](#))
4. Discrimination Policy and Complaint Procedure ([Exhibit E-1](#))
5. Non-Discrimination Complaint and Grievance Procedure ([Exhibit E-2](#))

Note: Exhibits A and B are specific to each discrete Contract, and are not included in this document



**Exhibit E**  
**Acknowledgement for Receipt of:**

- **Discrimination Policy and Complaint Procedure (Exhibit E-1)**
- **Non-Discrimination Complaint and Grievance Policy (Exhibit E-2)**

**Contract Agreement Title:**

I acknowledge receipt of and agree to follow the Detroit Employment Solutions Corporation's:

- 1) Discrimination Policy and Complaint Procedure ([Exhibit E-1](#))
- 2) Non-Discrimination Complaint & Grievance Procedure ([Exhibit E-2](#))

**For the Subrecipient: VENDOR**

---

Signature of Authorized Agent

Title

Date





## Exhibit E-1: Discrimination Policy and Complaint Procedure

### DETROIT EMPLOYMENT SOLUTIONS CORPORATION A MICHIGAN WORKS! AGENCY

#### DISCRIMINATION POLICY AND COMPLAINT PROCEDURE

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LEO PI 18-09 and 29 CFR 38, et seq.  
DESC EO 2018-002

**SCOPE:** The purpose of this policy is to establish Detroit Employment Solutions Corporation's (DESC's) zero tolerance for discrimination and harassment and establish a process for filing discrimination complaints for participants, subgrantees, subcontractors, service providers, employees, One-Stop partners, providers of training services, and other interested parties. This policy also establishes a process for appeals filed by local grant recipients to the Department of Labor and Economic Opportunity (LEO) regarding monitoring findings/issues and other matters.

DESC reserves the right to modify this policy in whole or in part, at any time, at the direction of DESC's leadership.

**BACKGROUND:** Detroit Employment Solutions Corporation and its service providers are responsible for developing, maintaining and making available to participants, and other interested parties, the discrimination policy and complaint procedure, consistent with the Federal and State written policies, which involve the Workforce Innovative and Opportunity Act (WIOA); Temporary Assistance to Needy Families (TANF); Partnership. Accountability. Training and Hope (PATH); Food Assistance Employment and Training (FAE&T); Reed Act; Trade Adjustment Act (TAA) (except requests for redeterminations); and State of Michigan General Fund/General Purpose (GF/GP); and Statewide (SW) as well as other grant funded programs administered by the LEO.

**POLICY:** The Detroit Employment Solutions Corporation (DESC), a Michigan Works! Agency and its service providers shall not discriminate against members of the public based on race, color, religion, sex, (including but not limited to, pregnancy, childbirth and related medical conditions, transgender status and gender identity), national origin (including limited English proficiency [LEP]), age, disability, or political affiliation or belief, or, for beneficiaries, applicants and participants only, on the basis of citizenship or participation in any WIOA Title I-financially assisted program or activity, 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 WIOA Title I-financially assisted program or activity.

DESC's policy is communicated in the following ways:

- **Partnerships** – included in a Memorandum of Understanding (MOU) or other signed agreement with the current DESC Grievance and Complaint Policy and Procedure attached;
- **Service Providers** – included in the contract language with the current DESC Grievance and Complaint Policy and Procedure attached to the contract.



## Exhibit E-1: Discrimination Policy and Complaint Procedure

- **OJT Employers** – included in the contract language with the current DESC Grievance and Complaint Policy and Procedure attached to the contract.
- **Other Interested Parties** – instructions for obtaining a current copy of DESC Grievance and Complaint Policy and Procedure will be posted in all One-Stop Service Center locations in areas that are accessible by the public. Hard or electronic copies are available to the public upon request.

DESC and its service providers shall conduct their activities using safeguards to prevent discrimination and promote employment opportunities for all job-seekers. While DESC cannot guarantee that service providers will ultimately avoid liability under laws described herein by following this policy, this policy represents practical steps to aid compliance with the law.

DESC and its service providers should refrain from screening and refusing to make referrals due to any criteria that may have a disparate impact upon a protected class and is not job related and consistent with business necessity. Such criteria may include, but is not limited to, a job seeker's:

1. Criminal history or arrest record;
2. Job skills assessment scores;
3. Medical or personality tests;
4. Credit history;
5. Ability to present proof of United States citizenship; and
6. Degree or licensing requirements.

If an employer requests that DESC or a service provider screen or refuse to make referrals to that employer based upon any criteria that may have a disparate impact upon a protected class, DESC or the service provider is directed to consult with the requesting employer to ensure that such requirements are job related and consistent with business necessity.

All DESC service providers will distribute copies of DESC's Discrimination Policy and Complaint and Procedure, DESC Grievance and Complaint Policy and Procedure, Zero Tolerance on Sexual and other Forms of Harassment Policy, as well as the Equal Opportunity is the Law document at Orientation sessions. Participants must sign and date documentation acknowledging receipt of, and agreement to follow the discrimination, complaint and grievance policies and procedures outlined in these policies.

For individuals with Limited English Proficiency (LEP), the Discrimination Policy and Complaint Procedure will need to be translated into their primary language. Complaints of discrimination filed by LEP customers, unless filed by the complainant's authorized representative as established in DESC's Providing Access to Services for Individuals with Limited English Proficiency (LEP), are to be submitted by the complainant in writing in his/her primary language. All subsequent interaction and communications with the complainant must be conducted in accordance with protocols established in DESC's language assistance plan and in a manner, which ensures that the complainant can understand and effectively participate in all phases of the discrimination policy and complaint process.

DESC's signed Acknowledgement form and related documents shall be maintained and accessible for review by LEO.



## **Exhibit E-1: Discrimination Policy and Complaint Procedure**

**NOTICE AND COMMUNICATION REQUIREMENTS:** DESC's Discrimination Policy and Complaint Procedure must be posted in public areas and where administration and program services are provided and must be accessible to persons with disabilities or other barriers, as required by law.

All recipients must provide initial and continuous notice of equal opportunity to the following parties:

- Registrants, applicants and eligible applicants/registrants;
- Participants;
- Applicants for employment and employees;
- Unions or professional organizations that hold collective bargaining or professional agreements with the recipient;
- Subrecipients that receive WIOA Title I financial assistance from the recipient; and
- Members of the public, including those with impaired vision or hearing and those with limited English proficiency.

**POSTING:** DESC and its service providers must assure that a general statement of discrimination is:

- Disseminated in internal memorandum and other written communications;
- Included in handbooks and manuals;
- Included on all recruitment brochures, media messages, and other materials distributed to the public to describe agency programs, activities, and participation requirements.
- Posted on internet sites and other electronic communication networks; and
- Referenced on all employment documentation.

**EQUAL OPPORTUNITY (EO) COMPLIANCE:** Where space permits, it is recommended that recipients use an appropriate full statement of EO Compliance and are expected to post DESC's Equal Opportunity Policy in complying with the agreement. Where space is limited on program promotion and other selected agency publications, the notice requirement may be met through EO taglines stating that the agency is an:

- "Equal Opportunity employer/program", and that
- "Auxiliary aids and services are available upon request to individuals with disabilities."

Documents that must carry an EO notice or the tagline(s), as appropriate, include, but are not limited to:

- Agency Letterhead
- Request for Proposals
- Brochures and Pamphlets
- Meeting Notices
- Customer Program Application Forms
- Employment Application Forms
- Participant/Employee Recruitment Materials
- PowerPoint Presentations used for Public Presentations
- Messages/Broadcasts and



## Exhibit E-1: Discrimination Policy and Complaint Procedure

- Other routine agency communications ordinarily released to the general public

**APPLICABILITY:** This policy extends to any individual or beneficiary participating in the Workforce Innovation and Opportunity Act (WIOA); Temporary Assistance for Needy Families (TANF); Partnership. Accountability. Training. and Hope (PATH); Food Assistance Employment and Training (FAE&T); Wagner Peyser; Trade Adjustment Act (TAA) (except requests for re-determinations); and State of Michigan General Fund/General Purpose (GF/GP) and Statewide (SW) as well as other grant funded programs administered by the LEO.

**DISCRIMINATION PROHIBITED BASED ON DISABILITY:** A “qualified individual with a disability” is defined, with respect to employment, as an individual who satisfies the requisite skill, experience, education, and other job-related requirements of the employment position such individual holds or desires, and who, with or without reasonable accommodation, can perform the essential functions of such position.

A “qualified individual with a disability” is defined, with respect to aid, benefits, service or training, as an individual who, with or without auxiliary aids and services, reasonable accommodations, and/or reasonable modifications in policies, practices and procedures, meets the essential eligibility requirements for the receipt of such aid, benefits, services or training.

In providing any aid, benefit, service, or training under a WIOA Title I-financially assisted program or activity, a recipient must not, on the basis of disability:

- Deny a qualified individual with a disability the opportunity to participate in or benefit from the aid, benefit, service or training, including meaningful opportunities to seek employment.
- Afford a qualified individual with a disability an opportunity to participate in or benefit from the aid, benefits, services or training that is not equal to that afforded to others.
- Provide a qualified individual with a disability with any aid, benefit, service or training that is not as effective in affording equal opportunity to obtain the same result, to obtain the same benefit, or to reach the same level of achievement as that provided to others.
- Provide different, segregated, or separate aid, benefit, service or training to individuals with disabilities, or to any class of individuals with disabilities, unless such action is necessary to provide qualified individuals with disabilities equally effective assistance as provided to others.
- Deny a qualified individual with a disability the opportunity to participate as a member of planning or advisory boards; or
- Otherwise limit a qualified individual with a disability in employment any right, privilege, advantage, or opportunity enjoyed by others receiving aid, benefit, service or training.
- Recipients are not required to provide any of the following to individuals:
  - Personal services, such as wheelchairs;
  - Individually prescribed devices, such as prescription eyeglasses or hearing aids;



## **Exhibit E-1: Discrimination Policy and Complaint Procedure**

- Readers or personal use or study, or
- Services of a personal nature, including assistance in eating, toileting, and dressing.

**ACCESSIBILITY REQUIREMENTS:** No qualified individual with a disability may be excluded from participation in, or be denied the benefits of a recipient's service, program, or activity or be subjected to discrimination by any recipient because a recipient's facilities are inaccessible or unusable by individuals with disabilities.

All WIOA Title I-financially assisted programs and activities must be programmatically accessible, which includes providing reasonable accommodations for individuals with disabilities, making reasonable modifications to policies, practices, and procedures, administering programs in the most integrated setting appropriate, communicating with persons with disabilities as effectively as with others, and providing appropriate auxiliary aids or services, including assistive technology devices and services, where necessary to afford individuals with disabilities an equal opportunity to participate in, and enjoy the benefits of, the program or activity.

### **DISCRIMINATION PROHIBITED BASED ON LIMITED ENGLISH PROFICIENCY (LEP):** A

recipient must take reasonable steps to ensure meaningful access to each LEP individual to ensure they are able to participate in the program or activity. These steps may include, but are not limited to, an assessment of LEP individuals to determine assistance needs, providing oral interpretations or written translation of materials and outreach to LEP communities to improve service delivery.

Any language assistance services, whether oral interpretation or written translation, must be accurate, provided in a timely manner and free of charge. Language assistance will be considered timely when it is provided at a place and time that ensures equal access and avoids the delay or denial of any aid, benefit, service, or training at issue.

For languages spoken by a significant number or portion of the population eligible to be served, or likely to be encountered, a recipient must translate vital information in written materials into these languages and make the translations readily available in hard copy, upon request, or electronically. Written training materials offered or used within employment-related training programs are excluded from these translation requirements; however, recipients must take reasonable steps to ensure meaningful access. Recipients must also include a "Babel notice," indicating that language assistance is available, in all communications or vital information.

**WHO MAY FILE A DISCRIMINATION COMPLAINT:** Any person or their representative may file a written complaint if they are being discriminated against on any covered basis or if they have been or are being retaliated against.

**TIME LIMIT:** A written complaint must be filed within one hundred eighty (180) days of the alleged discrimination or retaliation.

**WHERE TO FILE:** Complaint's may be filed with the Detroit Employment Solutions Corporation's Equal Opportunity Officer, or the Director of Civil Rights Center (CRC). If a complaint is filed directly with the CRC Director, the Director may extend the 180-day filing time for good cause shown. The complete addresses are as follows:



## Exhibit E-1: Discrimination Policy and Complaint Procedure

Detroit Employment Solutions Corporation Robert Shimkoski Jr. EO Officer 115 Erskine, 2nd Floor Detroit, MI 48201 Telephone: (313) 628-2207 Fax: (313) 628-2272 TTY: 711	Director Civil Rights Center U.S. Department of Labor Room N-4123 200 Constitution Avenue, NW Washington, D.C. 20210
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**COMPLAINT CONTENT:** A complainant or his/her authorized representative may file a complaint by completing and submitting the attached Complaint Information form (CIF). However, the complainant may submit his/her written complaint without using the CIF. The complaint must contain the following information.

- a. The complainant's name, mailing address, and if, available, email address (or other means of contacting the complainant).
- b. The identity of the respondent (the individual or the entity that the complainant alleges is responsible for the discrimination).
- c. A description of the complainant's allegations which includes enough detail to determine if:
  - a. The responsive agency has jurisdiction over the complaint;
  - b. The complaint was filed in time, and;
  - c. The complaint has apparent merit.
- d. The written or electronic signature of the complainant or the complainant's representative.

**COMPLAINT PROCESSING PROCEDURES:** The EO Officer will review the complaint issue(s) within ten (10) days of receipt of the complaint. If the EO Officer is not able to complete the review within ten (10) days, the complainant will be notified of the need to extend the review period. The letter of notification shall indicate that the EO Officer is in the process of reviewing the issue(s) raised in the complaint and shall specify a date by which the complainant will be notified of the EO Officer's determination.

Upon receipt of the complaint, the EO Officer will send an initial written notice to the complainant that shall include the following information:

- a. An acknowledgement that the recipient has received the complaint;
- b. Notice that the complainant has the right to be represented in the complaint process;
- c. Notice the rights contained in 29 CFR 38.35 [EO Notice];
- d. Notice that the complainant has the right to request and receive, at no cost, auxiliary aids, and services, language assistance services, and that this notice will be translated into the non-English languages.





## Exhibit E-1: Discrimination Policy and Complaint Procedure

If the EO Officer has jurisdiction of the complaint, the EO Officer will send an acknowledgement that shall include the following information:

- a. A list of the issues raised in the complaint; and
- b. For each issue raised, a statement whether the recipient will accept the issue for investigation or reject the issue, and the reason for each rejection.

If the EO Officer **does not have jurisdiction** over the complaint, the EO Officer must notify the complainant in writing within five (5) business days of making such a determination. The Notice of Lack of Jurisdiction letter must include the following information:

- a. A statement of the reasons for the determination of no jurisdiction; and
- b. Notification that complainant has a right to file a complaint with the CRC within thirty (30) days of the date on which he/she received Notice.

**ALTERNATIVE DISPUTE RESOLUTION:** The EO Officer will provide the complainant with an opportunity to choose either the Alternative Dispute Resolution/Mediation (ADR) or the Investigative Fact- Finding method to resolve his/her complaint. The choice as to whether DESC uses the ADR or Fact- Finding process in resolving a discrimination complaint, is the decision of the complainant. The EO Officer, in facilitating the ADR process, shall:

- a. Notify the complainant of his/her right to choose whether to use the ADR or the Investigative Fact- Finding procedure.
- b. Notify the complainant that he/she has seven (7) calendar days to make a selection. After receipt of the complainant's selection, the EO Officer will notify the respondent(s) identified in the complaint. The notice shall provide:
  - a. A summary of the complaint and the method by which the EO Officer will seek to resolve the dispute; and
  - b. Notification that any form of retaliation is prohibited.
- c. The complainant may attempt ADR at any time after the complaint is filed, but before the Notice of Final Action has been issued.
- d. Inform all parties that confidentiality will be maintained and information to third parties shall be provided only on a need-to-know basis.
- e. Inform the parties, when appropriate, that the EO Officer will schedule/refer the complaint to ADR in accordance with local procedures.
- f. When ADR results in the negotiation of a settlement agreement between the parties, a confidential statement of agreement shall be developed as part of the mediation session and shall be signed by all concerned parties. The EO Officer will issue a Notice of Final Action after receiving notification of the settlement agreement. The Notice of Final Action shall include:



## **Exhibit E-1: Discrimination Policy and Complaint Procedure**

- a. A description of the way the parties resolved the issue; and
  - b. A statement, reminding the parties of options available in the event there is a breach of the negotiated agreements.
- g. A party to any agreement reached under ADR may notify the CRC Director in the event the agreement is breached. In such circumstances, the following rules will apply:
- a. The non-breaching party may notify the Director within 30 days of the date on which the non-breaching party learns of the alleged breach; and
  - b. The Director must evaluate the circumstances to determine whether the agreement has been breached. If the Director determines that the agreement has been breached, the complaint will be reinstated and processed in accordance with the recipient's procedures.
- h. If the CRC Director determines that the ADR agreement was breached, the complainant may file his/her complaint with the CRC based upon his/her original allegation(s), and the CRC Director will waive the time deadline for filing the complaint.
- i. If the parties do not reach an agreement under ADR, the complainant may file a complaint with the Director of the CRC.

**INVESTIGATIVE PROCEDURE:** Should the complainant elect to have his/her complaint resolved using the Investigative Fact-Finding Process, the EO Officer will conduct the investigation in accordance with local procedures, that shall include, but are not limited to the following:

- An initial interview session with the complainant to gather facts and clarify information regarding the allegation(s);
- An explanation of the reasons underlying each decision;
- Notification of the successive steps that may be available, after State remedies are exhausted, by filing with the CRC.

**COMPLAINT RESOLUTION:** At the conclusion of the investigative process, the EO Officer will issue his/her findings as a Notice of Final Action. The Notice of Final Action must be issued within ninety (90) days of the receipt of the complaint. The Notice of Final Action shall include for each issue raised in the complaint:

- The decision on each issue accepted for investigation;
- An explanation of the reasons underlying each decision;
- A description of the way the parties resolved the issue; and
- Notice that the complainant has the right to file a complaint with the CRC within thirty (30) days of the date on which the Notice of Final Action is received if the complainant is dissatisfied with the recipient's final action.

**APPEAL RIGHTS REVIEW:** If the complaint is not resolved within ninety (90) days, or if the complainant wishes to appeal the local decision, the complaint may be filed with the Civil Rights Center. To be eligible for review, the complaint must be filed within ten (10) days of receipt of the Notice of Final Action. The request should include:



## **Exhibit E-1: Discrimination Policy and Complaint Procedure**

- A signed statement of the issue(s) that remain in dispute or an explanation of why the complainant is dissatisfied with the Local EO Officer's resolution; and
- The scope of any alternative remedy that may be proposed

SIGNATURES CONTAINED ON NEXT PAGE



## Exhibit E-1: Discrimination Policy and Complaint Procedure

SIGNATURES CONTAINED FROM PREVIOUS PAGE

TO BE FILLED OUT BY THE INDIVIDUAL/ENTITY INVOLVED IN PROGRAM ACTIVITIES

I have read, and I understand the Discrimination Policy and Complaint Procedures outlined above:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_, Michigan Zip code: \_\_\_\_\_

Phone #: \_\_\_\_\_ / Alternate Phone #: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

TO BE FILLED OUT BY THE CONTRACTOR PROVIDING PROGRAM ACTIVITIES

It is understood that a copy of this signed form shall remain on file for at least two years for auditing purposes:

Name of Authorized MWA Service Provider: \_\_\_\_\_

Name of Representative: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

A complete copy of the Federal and State regulations governing the Discrimination Policy and Complaint Procedure is available for review at the Detroit Employment Solutions Corporation, EO Officer, 115 Erskine, 2nd Floor, Detroit, MI 48201.

cc: Individual/Entity  
Individual/Entity's  
File



## Exhibit E-2: Grievance and Complaint Policy and Procedure (Non-Discrimination)

Policy No. EO 2019-01	
<b>Name:</b> Grievance and Complaint Policy and Procedure (Non-Discrimination)	<b>Policy Category:</b> Program Policy
<b>Related Federal or State Policy:</b> Workforce Innovation and Opportunity Act (WIOA) of 2014; WIOA Final Rule, 20 CRF Part 603, 651, 652, et al; LEO PI 11-37, c2; 29 CFR et seq.	<b>Effective Date:</b> December 31, 2018 <b>Expiration Date:</b> Continuous <b>Reviewed Date:</b> March 30, 2020
<b>Subject:</b> Grievance and Complaint	<b>Unit Responsible for Review:</b> Program and Service Innovation
<b>Procedures:</b> Filing a complaint and informal resolution and formal hearing	<b>Related DESC Policies:</b> Discrimination Policy and Complaint Procedures

### SCOPE

The purpose of this policy is to establish Detroit Employment Solutions Corporation's (DESC's) process for local-level grievances and complaints filed by participants, subgrantees, subcontractors, service providers, employees, One-Stop partners, providers of training services, and other interested parties. This policy also establishes a process for appeals filed by DESC regarding non-designation of a local area, monitoring findings, incident report findings, single audit resolution findings, single audit resolution findings/issues, and other matters. to the Michigan Department of Labor and Economic Opportunity (LEO) regarding monitoring findings/issues and other matters.

The hearing procedures in this policy reflect requirements of federal and state law and are not contested case procedures under the Administrative Procedures Act of 1969 (Public Act 306 of 1969), as amended, being Michigan Compiled Laws Section 24.201 *et. seq.*

The following procedures shall govern the processing of grievances and complaints in accordance with the prescribed programs.

Subject to applicable Federal, State, and Local law or regulation, DESC reserves the right to modify this policy in whole or in part, at any time, at the direction of DESC's leadership.

### BACKGROUND

DESC and its service providers are responsible for developing, maintaining and making available to participants, and other interested parties, the grievance and complaint procedure, consistent with



## Exhibit E-2: Grievance and Complaint Policy and Procedure (Non-Discrimination)

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the Federal and State written policies, which involve the Workforce Innovative and Opportunity Act (WIOA); Temporary Assistance to Needy Families (TANF); Partnership. Accountability. Training and Hope (PATH); Food Assistance Employment and Training (FAE&T); Reed Act; Trade Adjustment Act (TAA) (except requests for redeterminations); and State of Michigan General Fund/General Purpose (GF/GP); and Statewide (SW) as well as other grant funded programs administered by the LEO.

### POLICY

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**A. Communication:** DESC's policy is communicated in the following ways:

- **One-Stop Partners** – included in a Memorandum of Understanding (MOU) or other signed agreement with the current DESC Grievance and Complaint Policy and Procedure.
- **Service Providers** – included in the contract language with the current DESC Grievance and Complaint Policy and Procedure attached to the contract.
- **Employer-Based Training Employers** – included in the contract language with the current DESC Grievance and Complaint Policy and Procedure attached to the contract and advised where policy can be reviewed.
- **Other Interested Parties** – instructions for obtaining a current copy of DESC's Grievance and Complaint Policy and Procedure will be posted in all One-Stop Service Center locations in areas that are accessible by the public. Hard or electronic copies are available to the public upon request.
- **Participants** – signed acknowledgment forms that indicate either the participant has received a copy of the local policy or has received information about the content of the local policy and how to access the entire policy.

This policy and related documentation shall be maintained and available for review by the LEO.

**B. Accessibility:** All processes prescribed in this policy are to be made available in hard copy and/or posted on the agency's public website and must be accessible to persons with disabilities or other barriers, as required by law.

**C. Language Barriers:** Pursuant to 29 CFR 38, where a significant number or proportion of limited English-speaking individuals exist, DESC is responsible for making a reasonable effort to assure that the information in this policy will be provided to and understood by limited English-speaking individuals who seek information regarding the grievance procedure.

**D. Monitoring/Tracking:** A monitoring/tracking system must be maintained to document the grievances received and their disposition. DESC is responsible for maintaining these records for review for a period of three years. The retention period begins on the date of the LEO's acceptance of the final closeout report for the grant or contract. Records shall be retained beyond three years if any litigation or audit is begun, or if a claim is instituted involving the grant or agreement





## Exhibit E-2: Grievance and Complaint Policy and Procedure (Non-Discrimination)

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covered by the records. In these instances, the records shall be retained until the litigation, audit, or claim has been resolved.

**E. Informal Resolution:** DESC is responsible for making available to participants and interested parties, an opportunity to resolve complaints informally before they become grievances.

**F. Process for the Petitioner:** The process the Petitioner must follow to file a grievance includes:

1. **Filing Period:** All grievances related to WIOA, TANF, FAE&T, Trade Act (except requests for redeterminations), and State of Michigan GF/GP programs funded by the LEO are required to be filed within one year of the date of the event that gave rise to the grievance.
2. **Criteria:** All grievances shall be in writing and contain, to the extent practicable, all the following information:
  - a. The full name, address, and telephone number of the petitioner.
  - b. The full name, address, and telephone number of the respondent(s).
  - c. A clear and concise statement of the facts as alleged, including the pertinent dates, constituting the alleged violation.
  - d. The provision of the act, regulations, grant, contract, or other agreements under the act believed to have been violated.
  - e. The relief requested.
3. **Address:** All grievances, except for DESC employee grievances which must be submitted to DESC Human Resources, shall be submitted to:

Robert Shimkoski Jr.  
Equal Opportunity Officer  
Detroit Employment Solutions  
Corporation 115 Erskine, 2nd Floor  
Detroit, Michigan 48201

**G. DESC's Process:** DESC's procedure for handling the grievance includes:

1. **Initial determination:** DESC may reject a grievance for any of the following reasons:
  - a. It lacks merit.
  - b. The petitioner fails to state a grievance issue.
  - c. No relief can be granted.
  - d. The petitioner fails to comply with the procedures prescribed in this policy issuance.

DESC will inform the petitioner in writing of the reason(s) the grievance was rejected. The



## Exhibit E-2: Grievance and Complaint Policy and Procedure (Non-Discrimination)

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notification must be issued within 60 days from the date the grievance was filed and will include the opportunity to appeal to the LEO.

2. **Informal Resolution:** DESC will provide an opportunity for an informal resolution of the grievance. If the grievance is settled through the informal resolution process, a written decision shall be issued to the petitioner(s) within 60 days of the filing of the grievance. [Note: The timeline for a hearing decision is the same 60-day window from the date the grievance was filed.]
3. **Hearing:** DESC will provide an opportunity for a hearing for WIOA-related grievances that are not initially rejected, informally resolved or withdrawn. Should a hearing be held, it shall be conducted within 30 days from the date the grievance was filed, and a decision shall be rendered no later than 60 days from the date the grievance was filed.
4. **Hearing Notice:** If a hearing is to be conducted, written notice to the involved parties is to be provided. The notice shall include the date, time, place of the hearing and outline the process to present evidence including witnesses. The notice of the hearing shall indicate the issues to be decided. Notice shall be given not less than 10 days before the scheduled hearing date.
5. **Hearing Process:** 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
  - 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 before the hearing.

6. **Hearing Decision:** A written decision shall be issued by the hearing officer and shall include the following information:
  - a. Date, time, and place of the hearing.
  - b. Name and address of the petitioner.
  - c. Name and address of the respondent.
  - d. Names and addresses of all witnesses called by the parties.
  - e. Information sufficient to identify all evidence presented.
  - f. A reiteration of the issues raised.



## Exhibit E-2: Grievance and Complaint Policy and Procedure (Non-Discrimination)

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- g. A determination of the facts.
- h. An analysis of the issues as they relate to the facts.
- i. A decision addressing each issue.
- j. A statement regarding the opportunity to appeal the decision to the LEO.

### **H. Appeal to LEO:** The process to appeal a local decision to LEO, includes:

1. If a response to the grievance is not received within the time prescribed (i.e., 60 days from the filing of the grievance), or should either party be dissatisfied with a decision, there is an opportunity for an appeal to the LEO.
2. The appeal shall be in writing and shall be filed no later than 10 days from receipt of the adverse local decision, or 10 days from the date a decision was due (i.e., 60 days from the filing of the grievance) but not issued. Appeals shall contain, to the extent practicable, all the following information:
  - a. The full name, address, and telephone number of the appellant(s).
  - b. The full name, address, and telephone number of the respondent(s).
  - c. A clear and concise statement of the facts as alleged, including the pertinent dates constituting the alleged violation.
  - d. The provision of the act, regulations, grant, contract, or other agreements under the act believed to have been violated.
  - e. The relief requested.
3. All appeals of a local level grievance decision shall be submitted by certified mail, return receipt requested to:

Michigan Department of Labor and Economic Opportunity  
Executive Office  
Victor Office Center  
201 N. Washington Square Lansing, MI 48913

### **I. Other Requirements:**

1. DESC and its service providers shall conduct their activities using safeguards to promote employment opportunities for all job-seekers. While DESC cannot guarantee that service providers will ultimately avoid liability under laws described herein by following this policy, this policy represents practical steps to aid compliance with the law.
2. All DESC service providers will distribute copies of DESC's Grievance and Complaint Procedure. Participants must sign and date documentation acknowledging receipt of, and agreement to follow the complaint and grievance policies and procedures outlined in these



## Exhibit E-2: Grievance and Complaint Policy and Procedure (Non-Discrimination)

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policies.

3. For individuals with Limited English Proficiency (LEP), the Grievance and Complaint Policy Procedure will need to be translated into their primary language. Complaints and grievances filed by LEP customers, unless filed by the complainant's authorized representative as established in DESC's Providing Access to Services for Individuals with Limited English Proficiency (LEP), are to be submitted by the complainant in writing in his/her primary language. All subsequent interaction and communications with the complainant must be conducted in accordance with protocols established in DESC's language assistance plan and in a manner, which ensures that the complainant can understand and effectively participate in all phases of the grievance and complaint process.
4. DESC's signed Acknowledgment form and related documents shall be maintained and accessible for review by LEO.

### J. Special Provisions:

1. **EQUAL OPPORTUNITY:** Complaints alleging violation of the nondiscrimination and Equal Opportunity (EO) provision of state/federal grant programs must be resolved in accordance with the nondiscrimination and EO policy guidelines issued by the LEO.
2. **CRIMINAL CONDUCT:** Known or suspected fraud, abuse, or criminal conduct under the WIOA shall be reported in accordance with the incident report guidelines issued by the LEO.
3. **TANF DISPLACEMENT:** Pursuant to the PRWORA Regulation 45 CFR 261.70, a grievance may be filed by an affected individual if (1) a recipient of TANF is placed in a position 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 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 local decision to the LEO.
4. **WIOA DISPLACEMENT:** A grievance may be filed by a regular employee displaced by a WIOA participant who is placed in an employment activity operated with WIOA funds. Also, a grievance may be filed by a WIOA participant in an employment activity if the participant is displaced.
5. **BINDING ARBITRATION/COLLECTIVE BARGAINING:** DESC's procedures must provide WIOA 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.



## Exhibit E-2: Grievance and Complaint Policy and Procedure (Non-Discrimination)

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6. **JURISDICTION:** Depending on the nature of the grievance, TANF and FAE&T program applicant and recipient grievances shall be handled in accordance with DESC or the Michigan Department of Health and Human Services (DHHS) or other applicable procedures. For example, grievances regarding sanctioning or food stamp benefits will be handled by DHHS, while grievance regarding programs administered DESC will be handled by DESC.
7. **WAGNER-PEYSER:** Grievances involving the Wagner-Peyser Act activities must 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, please refer to the Employment Service Manual for specific guidance regarding work-related complaints that are not program specific, such as: employer hour and wage violations, migrant and seasonal farmworker complaints, and other possible violations of general labor laws.

**K. State Level Review of a Local Decision:** The processes LEO will follow to handle appeals includes:

1. **Evidentiary Documentation:** Within 15 days from the date the appeal is received by LEO, the parties will be contacted to submit all relevant information and documentation generated at the local hearing to the LEO Executive Office.
2. **LEO Review of the Appeal:** LEO may take any of the following actions:
  - a. **Reject the Appeal:** An appeal may be **rejected**, and a final determination issued, for any of the following reasons:
    - i. It lacks merit.
    - ii. The appeal does not state a grievable issue.
    - iii. No relief can be granted.
    - iv. If the appellant fails to comply with the applicable procedures prescribed in this policy (e.g., the 10-day filing requirement).
  - b. **Hearing:** An opportunity for a hearing must be provided for a WIOA-related appeal of a local level decision unless the appeal is rejected by LEO, the parties agree to waive a hearing, or the appellant withdraws the appeal. If a hearing is to be held, it shall be conducted within 30 days of the receipt of the appeal. A hearing is not required for an appeal of a non-WIOA related local level decision.
  - c. **Hearing Notice:** The parties will be provided written notice of the date, time,



## Exhibit E-2: Grievance and Complaint Policy and Procedure (Non-Discrimination)

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and place of the scheduled hearing 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 days before the scheduled hearing date.

- d. **Hearing Process:** At a minimum, the hearing process shall include:
- i. A hearing officer.
  - ii. An opportunity for each party to present witnesses (subpoenas are not authorized under this policy issuance) and evidence.
  - iii. An opportunity for each party to ask questions of all witnesses providing testimony at the hearing.
  - iv. A record of the hearing and a list of all evidentiary exhibits presented at the hearing.

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

- e. **Final Decision:** A written decision shall be issued not later than 60 days after the filing of the appeal. The decision shall include the following:
- i. If a hearing is held, the date, time and place of the hearing.
  - ii. Name and address of the petitioner.
  - iii. Name and address of the respondent.
  - iv. If a hearing is held, the names and addresses of all witnesses called by the parties.
  - v. If a hearing is held, the information sufficient to identify all evidence presented.
  - vi. A reiteration of the issues.
  - vii. A determination of the facts.
  - viii. An analysis of the issues as they relate to the facts.
  - ix. A decision addressing each issue.

### L. USDOL Review of a State Level Decision:

1. In general, a state level decision is final. However, if a decision is not issued by the due date, a WIOA-related appeal may be reviewed by the Secretary of the USDOL if appealed within 60 days after the date the decision was due. A WIOA-related decision may also be appealed by the adversely affected party to the USDOL within 60 days of receipt of the LEO decision. An appeal must be submitted to the Secretary of the USDOL by certified mail, return receipt requested, to:

Secretary





## Exhibit E-2: Grievance and Complaint Policy and Procedure (Non-Discrimination)

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

A copy of the appeal must be simultaneously provided to:

Regional Administrator  
Employment and Training Administration  
U.S. Department of Labor  
230 South Dearborn Street, Room 628  
Chicago, IL 60604

AND

Michigan Department of Labor and Economic Opportunity  
Executive Office  
Victor Office Center  
201 N. Washington Square  
Lansing, Michigan 48913

### **M. Appeal Process for DESC:**

1. DESC may appeal non-designation of local areas, monitoring findings, incident report findings, Single Audit resolution findings/issues, and other matters related to State Workforce programs by filing an appeal with the LEO within 30 days of the adverse decision.
  2. Other interested parties may not appeal directly to LEO. To the extent that interested parties are affected by a LEO decision, the interested parties must first file a grievance at the local level.
  3. Appeals related to USDOL monitoring findings shall only be reviewed for compliance with USDOL requirements. A record shall be created to forward to USDOL, if applicable.
  4. Appeals shall contain, to the extent practicable, all of the following information:
    - a. The full name, address, and telephone number of the appellant(s).
    - b. The full name, address, and telephone number (if any) of the respondent(s).
    - c. A clear and concise statement of the facts as alleged, including the pertinent dates constituting the alleged violation.
    - d. The provision of the act, regulations, grant, contract, or other agreements under the act believed to have been violated.
    - e. The relief requested.
-





## Exhibit E-2: Grievance and Complaint Policy and Procedure (Non-Discrimination)

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Appeals shall be submitted to:

Michigan Department of Labor and Economic Opportunity  
Executive Office  
Victor Office Center  
201 N. Washington Square Lansing, Michigan 48913

5. **Rejection of Appeal:** An appeal may be rejected for any of the following reasons:
  - a. It lacks merit.
  - b. It does not state a grievable issue.
  - c. No relief can be granted.
  - d. The petitioner fails to comply with the procedures prescribed in this policy issuance.
6. **Hearing:** An opportunity for a hearing must be provided for a WIOA-related appeal unless the appeal is rejected by LEO, the parties agree to waive a hearing, or the appellant withdraws the appeal. If a hearing is to be held, it shall be conducted within 30 days of the receipt of the appeal. A hearing is not required for an appeal of a non-WIOA-related decision.
7. **Hearing Notice:** The parties 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 10 days before the scheduled hearing date.
8. **Hearing Process:** At a minimum, the hearing process shall include all of the following:
  - a. A hearing officer.
  - b. An opportunity for each party to present witnesses (subpoenas are not authorized under this policy) 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 before the hearing.
9. **Decision:** A written decision shall be issued not later than 60 days after the filing of the



## Exhibit E-2: Grievance and Complaint Policy and Procedure (Non-Discrimination)

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appeal. The decision shall include all of the following:

- a. If a hearing is held, the date, time, and place of the hearing.
- b. Name and address of the appellant.
- c. Name and address of the party against whom the appeal is made.
- d. If a hearing is held, the names and addresses of all witnesses called by the parties.
- e. If a hearing is held, information sufficient to identify all evidence presented.
- f. A reiteration of the issues.
- g. A determination of the facts.
- h. An analysis of the issues as they relate to the facts.
- i. A decision addressing each issue.

**10. USDOL Appeal:** The decision of LEO is final. DESC may appeal noncompliant WIOA grievance procedures of the LEO to the Secretary of the USDOL. An appeal must be submitted to the Secretary of the USDOL within 60 days of receipt of the LEO decision 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 and Training Administration  
U.S. Department of Labor  
230 South Dearborn Street, Room 628  
Chicago, IL 60604

And

Michigan Department of Labor and Economic Opportunity  
Executive Office  
Victor Office Center  
201 N. Washington Square Lansing  
Michigan 48913

**N. NOTICE AND COMMUNICATION REQUIREMENTS:** DESC's Grievance and Complaint Policy Procedure must be posted in public areas and where administration and program services are provided and must be accessible to persons with disabilities or other barriers, as required by law.



## Exhibit E-2: Grievance and Complaint Policy and Procedure (Non-Discrimination)

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All recipients must provide initial and continuous notice of equal opportunity to the following parties:

- Registrants, applicants, and eligible applicants/registrants;
- Participants;
- Applicants for employment and employees;
- Unions or professional organizations that hold collective bargaining or professional agreements with the recipient;
- Subrecipients that receive WIOA Title I financial assistance from the recipient; and
- Members of the public, including those with impaired vision or hearing and those with limited English proficiency.

**O. APPLICABILITY:** This policy extends to any individual or beneficiary participating in the Workforce Innovation and Opportunity Act (WIOA); Temporary Assistance for Needy Families (TANF); Partnership. Accountability. Training. and Hope (PATH); Food Assistance Employment and Training (FAE&T); Wagner Peyser; Trade Adjustment Act (TAA) (except requests for re-determinations); and State of Michigan General Fund/General Purpose (GF/GP) and Statewide (SW) as well as other grant funded programs administered by the Michigan Department of Labor and Economic Opportunity (LEO), State of Michigan.

### DEFINITIONS

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- A. Appellant:** the party that files the appeal to the LEO and the U.S. Department of Labor (USDOL).
  - B. Days:** means consecutive calendar days, including weekends and holidays.
  - C. Filed:** or filing when used with respect to timelines, means the date of receipt by the intended party.
  - D. Grievance:** a written complaint filed in accordance with this policy.
  - E. Interested Parties:** includes sub-grantees, subcontractors, service providers, employees, One-Stop partners, providers of training services, and other relevant parties.
  - F. Participant:** an individual who has been determined to be eligible to participate in, and who is receiving services under a program covered under this policy.
  - G. Petitioner:** the party that files the grievance.
  - H. Respondent:** the party who argues against the petitioner or appellant.
  - I. Service Providers:** sub-recipients or entities that expend awards received from grant recipients.
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## **Exhibit E-2: Grievance and Complaint Policy and Procedure (Non-Discrimination)**

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### **EFFECTIVE DATE(S)**

This policy was effective: December 31, 2018 Last Reviewed: March 30, 2020

### **FREQUENCY OF REVIEW AND UPDATE**

Biannually.



## Exhibit E-2: Grievance and Complaint Policy and Procedure (Non-Discrimination)

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### SIGNATURE, TITLE AND DATE OF APPROVAL

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This policy, EO 2019-001 Grievance and Complaint Policy and Procedure (Non-Discrimination), was reviewed and authorized by the appropriate C-level staff or Board (listed below) before it was recommended for approval.

Recommended by: Robert Shimkoski, Director of Planning and Resource Development

Date Recommended: December 5, 2019

Approved by:

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Name: Terri Weems

Title: Interim President & CEO

Date Approved: 4/10/2020

Meeting date of Board Approval: \_\_\_\_\_



## Exhibit E-2: Grievance and Complaint Policy and Procedure (Non-Discrimination)

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### TO BE FILLED OUT BY THE INDIVIDUAL/ENTITY INVOLVED IN PROGRAM ACTIVITIES

I have read, and I understand the Grievance and Complaint Procedures outlined above:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_, Michigan ZIP \_\_\_\_\_

Phone #: \_\_\_\_\_ Alternate Phone #: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

### TO BE FILLED OUT BY THE CONTRACTOR PROVIDING PROGRAM ACTIVITIES

It is understood that a copy of this signed form shall remain on file for at least two years for auditing purposes:

Name of Authorized MWA Service Provider: \_\_\_\_\_

Name of Representative: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

A complete copy of the Federal and State regulations governing the Grievance and Complaint Procedure is available for review at the Detroit Employment Solutions Corporation, in the office of Equal Opportunity Officer, 115 Erskine, Second Floor, Detroit, MI 48201.

cc: Individual/Entity  
Individual/Entity's File



**DETROIT EMPLOYMENT SOLUTIONS CORPORATION**  
**A Michigan Works! Agency**

**Subrecipient Contract Terms and Conditions**

**Mayor's Workforce Development Board**

Cynthia Pasky, Co-Chairperson

David Meador, Co-Chairperson

Nicole Sherard-Freeman, Executive Director

**Detroit Employment Solutions Corporation Board**

Alice Thompson, Chairperson

**Detroit Employment Solutions Corporation**

Terri Weems, President

Stephanie Nixon, Chief Program Officer

Madelyne Bernard-Diab, Chief Operating Officer



Equal opportunity employer/program. Supported by the State of Michigan, Department of Labor and Economic Opportunity. A Michigan Works! Agency and proud partner of the American Job Center network. Auxiliary aids and services available upon request to individuals with disabilities. 1-800-285-WORK. TTY: 711





## **Acknowledgment of Receipt, Confirmation of Adoption, and Execution**

The parties to this agreement, hereinafter referred to as the "Contract", are **Detroit Employment Solutions Corporation**, a nonprofit Michigan Corporation, ("Corporation" or "DESC"), and **SUBRECIPIENT**, a {STATE WHERE REGISTERED} {FORM OF BUSINESS OR ORGANIZATION}, Federal Tax ID ##-##### ("Subrecipient").

The purpose of this Contract is to provide workforce development services. In this Contract, either DESC or SUBRECIPIENT may be referred to individually as a "party" or jointly as the "parties."

**Contract not to exceed:** The maximum amount payable by DESC to **SUBRECIPIENT** hereunder shall not exceed Dollars (\$), and shall be payable only in accordance with the attached Terms, Conditions and Exhibits.

**Contract Term:** The Initial Term shall begin on **Contract Start Date** and shall conclude on **Contract End Date** unless extended or terminated early in accordance with Contract terms. The Contract may be renewed, at DESC's sole discretion, for up to {NUMBER OF RENEWALS}, {LENGTH OF RENEWAL} periods ("First Renewal Term," "Second Renewal Term," "Third Renewal Term," and "Fourth Renewal Term"). Any renewal option exercised under this contract must be consecutive to an existing Term and is effective only after approval by the President/CEO and DESC Board of Directors, as required. In order for any such Renewal to be exercised, SUBRECIPIENT must achieve satisfactory results according to the Fiscal Scorecard.

**Additional Terms, Conditions and Exhibits:** In addition to the foregoing, this Contract also consists of additional Terms, Conditions, and Exhibits. The Parties agree to be bound by those additional Terms, Conditions, and Exhibits, which are attached hereto.

### **Addresses and Notices:**

All Contract-related notices shall be in writing and shall either be personally delivered, sent by express delivery service, certified mail, or first-class U.S. mail postage pre-paid, and addressed to the persons listed below:

The below listed persons and addresses may be modified by written notice to the other party. Notices shall be deemed given when one of the following occurs: (1) the date of actual receipt when notices are hand delivered; (2) the next business day when notice is sent express delivery service or personal delivery; or (3) three days after mailing first class or certified U.S. mail.

#### **CORPORATION - DESC**

Terri Weems  
President  
115 Erskine, (2nd Floor)  
Detroit, MI 48201

#### **SUBRECIPIENT**

{AUTHORIZED SIGNER}  
{AUTHORIZED SIGNER TITLE}  
{ORGANIZATION ADDRESS}

Notice of changes to program and administrative regulations and to Federal, State and DESC procedures for workforce programs shall be delivered in any manner set forth above to SUBRECIPIENT at the above address and may also be hand delivered to SUBRECIPIENT's workforce program director.

SIGNATURES ON THE FOLLOWING PAGE



## SIGNATURES

The undersigned execute this Contract on behalf of the SUBRECIPIENT and the CORPORATION and, by doing so, legally obligate and bind the SUBRECIPIENT and the CORPORATION to the terms and the conditions of this Contract.

### **FOR SUBRECIPIENT:**

[[SertifiSStamp\_1]]

**AUTHORIZED SIGNATURE and DATE:** \_\_\_\_\_

Printed Name: {AUTHORIZED SIGNER}, {AUTHORIZED SIGNER TITLE}

### **FOR THE DETROIT EMPLOYMENT SOLUTIONS CORPORATION**

[[SertifiSStamp\_2]]

**AUTHORIZED SIGNATURE and DATE:** \_\_\_\_\_

Printed Name: **Terri Weems, President**



This Contract consists of this Acknowledgment of Receipt, Confirmation of Adoption, and Execution document and the following Exhibits, which constitute the entire understanding of the parties:

Note: Exhibits B through C-3 are specific to each discrete Subrecipient Contract and are not included in this document.

<a href="#">Exhibit A:</a>	Terms and Conditions
Exhibit B:	Work Statement
Exhibit B-1:	Statement of Work
Exhibit B-2:	Performance Measures & Program Goals
Exhibit B-3:	Profit Agreement
Exhibit C:	Budget
Exhibit C-1:	Budget Narrative
Exhibit C-2:	Line-Item Budget
Exhibit C-3:	Staff List
<a href="#">Exhibit D:</a>	Equal Opportunity Policy Statement
<a href="#">Exhibit E:</a>	Acknowledgement for Receipt of: <ul style="list-style-type: none"><li>• Discrimination Policy and Complaint Procedure</li><li>• Non-Discrimination Complaint and Grievance Policy</li><li>• Equal Opportunity is the Law Document</li><li>• Zero Tolerance of Sexual and Other Forms of Harassment Document</li><li>• Conflict of Interest / Nepotism Policy</li><li>• Participant Received Property and Supplies Management Policy</li></ul>
<a href="#">Exhibit E-1:</a>	Subrecipient Acknowledgement of Discrimination and Grievance & Complaint Policies
<a href="#">Exhibit E-2:</a>	Employee Complaint Grievance Procedure for Displacement of Public Employee
<a href="#">Exhibit E-3:</a>	Zero Tolerance for Sexual Harassment or Other Forms of Harassment Policy
<a href="#">Exhibit E-4:</a>	Grievance and Complaint Policy and Procedure (Non-Discrimination)
<a href="#">Exhibit E-5:</a>	Acknowledgement of Receipt of Policies (Participant)
<a href="#">Exhibit E-6:</a>	Conflict of Interest / Nepotism Policy
<a href="#">Exhibit F:</a>	Equipment Inventory Requirements
<a href="#">Exhibit F-1:</a>	Participant Received Property and Supplies Management Policy



## **Exhibit A: Terms and Conditions**

### **Table of Contents**

1. [Deliverables](#)
2. [Scope and Extent of Work](#)
3. [Program Rules and Operational Conditions](#)
4. [Reimbursement Provisions](#)
5. [Amendment, Changes, Termination, and Cancellation](#)
6. [Legal Authority](#)
7. [Indemnification, Liability, Bonding, and Insurance](#)
8. [Independent Subrecipient](#)
9. [Marketing and Public Relations Requirements](#)
10. [Procurement, Property, and Fiscal Provisions](#)
11. [Delegation, Subcontracting, and Assignment](#)
12. [Conflict of Interest](#)
13. [Nepotism](#)
14. [Confidentiality and Disclosure of Information](#)
15. [Prevention of Fraud and Abuse](#)
16. [Reports, Records, Monitoring, and Audits](#)
17. [Compliance, Assurances, and Warranties](#)
18. [Certifications and Disclosures](#)
19. [Patents and Copyrights](#)
20. [Veterans' Rights to Employment Services](#)
21. [Nondiscrimination and Equal Opportunity](#)
22. [Subcontracts for Construction and Repair](#)
23. [Compliance with the Clean Air Act](#)
24. [Compliance with Energy Efficiency Standards and Policies](#)
25. [Protests, Disputes, Claims, and Grievances](#)
26. [Other Conditions](#)



## Exhibit A: Terms and Conditions

### 1. Deliverables

- A. SUBRECIPIENT agrees to deliver the quality and quantity of services specified in Exhibit B, the Work Statement. All services, except for reasonable closeout services, shall be performed during the Contract period.
- B. SUBRECIPIENT shall employ or contract with qualified persons for entities as necessary and appropriate to provide Contract services. SUBRECIPIENT shall use its best efforts to hire or contract with persons or entities that have the knowledge, skill, and qualifications necessary to perform the required services, and possess any licenses, permits, certificates, and governmental authorizations as may be required by law.
- C. DESC may monitor SUBRECIPIENT's customer services through customer service satisfaction surveys prepared and provided by DESC to customers. Customer services issues may also be addressed by DESC to SUBRECIPIENT via written correspondence for any verbal complaints presented by customers. SUBRECIPIENT agrees to provide services to customers that meet or exceed a satisfactory rating. Upon request, DESC will provide SUBRECIPIENT with a copy of all customer service satisfaction surveys or any written complaints from customers.

### 2. Scope and Extent of Work

- A. The scope of SUBRECIPIENT's work is detailed in the exhibits, which are incorporated by reference herein. SUBRECIPIENT is also bound by any terms and conditions stated in the **{PROCUREMENT NAME}** RFP, issued **{PROCUREMENT ISSUE DATE}**, which are not in conflict with this Contract.
- B. SUBRECIPIENT will ensure that its location(s) are adequately staffed during normal training hours of operation.
- C. SUBRECIPIENT shall use its best efforts to provide its services throughout the Contract period Monday through Friday (except State of Michigan authorized holidays). Notwithstanding the above, in the event of an emergency due to an act of God, including but not limited to a power outage, inclement weather, etc., SUBRECIPIENT at its sole discretion may close and not provide its services for the time period during which the emergency continues upon providing notice to DESC.
- D. Holiday Closings

All DESC Service Centers shall be closed on approved holidays. The following are the only approved holiday closings:

New Year's Day	Veterans' Day
Dr. Martin Luther King, Jr. Day	Thanksgiving Day
Presidents' Day	Day after Thanksgiving
Memorial Day	Christmas Eve Day
Juneteenth National Independence Day	Christmas Day
Independence Day	New Year's Eve Day
Labor Day	

If the designated holiday falls on a weekend, it shall be observed as follows:



## **Exhibit A: Terms and Conditions**

If it falls on a Saturday, it shall be observed on the Friday before. If it falls on a Sunday, it shall be observed on the Monday after. SUBRECIPIENT shall ensure the program has staff coverage even if the program staff is having a staff meeting, retreat, etc.

Unless otherwise negotiated with DESC, if SUBRECIPIENT does not adhere to the provisions enumerated in this section, the closing or failure to offer services will result in disallowed costs.

### **3. Program Rules and Operational Conditions**

- A. SUBRECIPIENT shall offer all program activities at locations known to and approved in advance by DESC. Location changes shall require prior written consent by DESC.
- B. SUBRECIPIENT shall ensure that all program training sites observe health and safety standards established by Federal and State laws and regulations but shall have no responsibility for improving the facilities in which SUBRECIPIENT's responsibilities are conducted to meet such health and safety standards.
- C. Training sites must provide participants with assignments designed to keep them engaged in constructive activities, overseen by skilled instructors. Assignments must correspond to each participant's training area.
- D. Training sites must keep accurate time and attendance records to substantiate the individual's participation in the training. Such records may be used to substantiate payments to SUBRECIPIENT. Missing or incomplete records may delay payments by DESC to SUBRECIPIENT or result in the denial of those payments.
- E. SUBRECIPIENT shall provide an orientation, during which customers and participants shall be informed of program requirements and objectives, their civil rights, and grievance and complaint procedures.
- F. All programs must comply with Federal, State, and DESC eligibility requirements. All eligibility determinations must meet Michigan and DESC Management Information Systems (MIS) requirements.
- G. No Contract funds shall be utilized for participant training or support services for Workforce Innovation and Opportunity Act (WIOA) participants unless and until other available resourced have been accessed and need remains. SUBRECIPIENT shall document compliance with this requirement.
- H. All participant placements into training sites operated by entities other than SUBRECIPIENT shall require a written agreement between SUBRECIPIENT and the training site operator. The format and content of these agreements shall be submitted to DESC for review.
- I. If DESC notifies SUBRECIPIENT that a training site to which SUBRECIPIENT has assigned participants is not in compliance with required training standards, SUBRECIPIENT shall immediately take corrective action to ensure that the site complies. If corrective action does not result in compliance, SUBRECIPIENT shall remove all participants funded under this Contract from that training site.

### **4. Reimbursement Provisions**

- A. SUBRECIPIENT shall be reimbursed only for actual and allowable expenses incurred in accordance with Exhibit C, the Budget. Reimbursement is also tied to compliance with Exhibit B, the Work Statement, and



## **Exhibit A: Terms and Conditions**

all other terms, conditions, and exhibits to this Contract. If the terms and conditions of this Contract or any exhibit are not met, DESC may at its discretion deny reimbursement to SUBRECIPIENT. DESC may also disallow costs/payment to SUBRECIPIENT related to any non-compliance of this Contract. All reimbursements shall be documented in accordance with Michigan and DESC policies and procedures applicable to this Contract and are subject to monitoring and audit. DESC shall have no obligation to reimburse until a proper reimbursement request is submitted.

- B. DESC has the right to deny all or a portion of any reimbursement or payments otherwise due to SUBRECIPIENT based upon any of the following:
- i. failure to comply with any Contract provision, including all exhibits,
  - ii. failure to comply with any state, federal, or internal DESC policy, regulation, procedure, or law,
  - iii. cuts/reduction or termination in funding provided to DESC, or failure of DESC to receive funding relative to this Contract, whether such funding is public or private dollars,
  - iv. recoupment of costs, expenses, or payments disallowed under this Contract or any other contract between DESC and SUBRECIPIENT,
  - v. outcomes of any audit performed internally by DESC, State of Michigan Labor and Economic Opportunity – Workforce Development (LEO-WD), or the federal government, and/or any orders or recommendations from the State of Michigan, Labor and Economic Opportunity – Workforce Development (LEO-WD) or the federal government related to the Contract.

### **5. Amendment, Changes, Termination, and Cancellation**

- A. This Contract may be unilaterally amended by DESC only, due to changes in its funding (public or private dollars), laws, regulations, rules, policies, procedures, or plans. Any unilateral amendment by DESC pursuant to this paragraph shall require the issuance of a written change notice to SUBRECIPIENT. If, upon receipt of such written notice, SUBRECIPIENT does not agree with DESC's unilateral amendment, SUBRECIPIENT shall have the right to: 1) attempt to negotiate the unilaterally amended terms and conditions with DESC; or 2) terminate this Contract effective immediately upon written notice to DESC. In either event, SUBRECIPIENT will continue to work with DESC and any newly designated service provider or subrecipient to ensure an orderly and reasonable transition of services. DESC may terminate this Contract effective immediately if SUBRECIPIENT fails to comply with or agree to amendments to this Contract due to changes in funding, laws, regulations, rules, policies, procedures, or plans.
- B. Either party may terminate this Contract at any time during the Contract period upon ninety (90) days' written notice to the other party ("Notice of Termination"), for any reason, including convenience, without incurring obligation or penalty of any kind, except that SUBRECIPIENT shall be reimbursed for actual costs incurred in rendering services through the effective date of termination, as well as reasonable and allowable closeout services and expenses incurred as a result of early Contract termination. The effective date of early Contract termination shall be clearly stated in the written notice. The parties may negotiate and mutually agree to a shorter or longer termination period.





## **Exhibit A: Terms and Conditions**

- C. Any termination of this Contract by either party shall be initiated by delivery to the other side a Notice of Termination specifying the extent of which performance of work under the Contract is terminated and the date upon which such termination becomes effective.
- D. If the Contract is terminated by either party, SUBRECIPIENT agrees to assist any new subrecipient or service provider and DESC with the necessary transition to ensure that the customers are properly served and that the transition is orderly. SUBRECIPIENT will be compensated for such assistance per the terms and conditions of this Contract, unless the parties mutually agree to a separate agreement containing the terms and conditions of the transition, to be signed by both parties. SUBRECIPIENT will be liable to DESC for any damages that result from SUBRECIPIENT's neglect, misconduct, negligence, or improper actions during the transition and following DESC's receipt of SUBRECIPIENT's Notice of Termination.
- E. This Contract may also be terminated early by DESC for any of the following reasons provided below. DESC will issue a Notice of Termination, as described in section (5)(C) above, except that DESC may indicate a period shorted than 90 days for termination if warranted by the facts and circumstances, and such will be indicated in the Notice of Termination.
- i. Default or Breach by SUBRECIPIENT: If DESC identifies any action or inaction by SUBRECIPIENT that results in default or breach of the Contract by SUBRECIPIENT, SUBRECIPIENT shall be given written notice of such default or breach and an opportunity to correct such action by a deadline provided by DESC. If the action is not corrected and the default or breach still exists by DESC's deadline, DESC may immediately terminate this Contract without further liability or obligation except as provided in this Contract. Default or breach is defined as the failure of SUBRECIPIENT to fulfill or comply with the terms and conditions of this Contract and its exhibits, or any laws, provisions, policies, or rules referenced in this Contract.
  - ii. SUBRECIPIENT's Failure to Receive Funding or a Reduction in Funding: If SUBRECIPIENT fails to receive any matching or other funds necessary and expected for this Contract, whether the funds are public or private dollars, DESC may terminate this Contract. SUBRECIPIENT shall provide notice to DESC as soon as possible regarding any reductions or terminations in funding sources which may negatively impact this Contract.
  - iii. Failed Performance Measures: In the event that SUBRECIPIENT fails a performance measure related to this Contract or DESC determines that SUBRECIPIENT has incurred severe deficiencies in the performance of this Contract, DESC may terminate this Contract by providing thirty (30) days' written notice to SUBRECIPIENT, unless DESC determines at its discretion that the circumstances warrant immediate termination by DESC, in which case a shorter notice period may be given.  
  
Severe deficiencies include but are not limited to federal, state, or DESC's internal audit findings that negatively affect DESC's interest.
  - iv. Failure of the State Legislature, Federal Government, or Philanthropic Funder to Provide Necessary Funding: In the event that the Michigan Legislature, Federal government, or a necessary philanthropic



## **Exhibit A: Terms and Conditions**

funder shall fail to provide funding to DESC necessary for this Contract or reduce the funding, DESC may terminate this Contract by providing written notice to SUBRECIPIENT thirty (30) days prior to the date of termination if possible. If the action(s) of the philanthropic funder, Legislature, or Federal government result(s) in an immediate absence or termination of funding, cancellation of the Contract may be made effective immediately upon delivery of notice to SUBRECIPIENT.

- v. Upon Order of a Court or Direction by the Federal Government: In the event of a court order, or order or directive by a Federal agency halting or suspending activities under this Contract, DESC shall direct SUBRECIPIENT to take immediate action to comply with such order or directive. In the event of termination or suspension of this Contract under this sub-paragraph, SUBRECIPIENT shall, unless otherwise directed by DESC, immediately take all reasonable steps to terminate Contract operations and to avoid and/or minimize further expenditures.
  - vi. Criminal Conviction: DESC may immediately terminate this Contract if SUBRECIPIENT or an employee of SUBRECIPIENT, or any of its subgrantees, is convicted of a criminal offense that directly relates to this Contract or relates to or affects SUBRECIPIENT's or any subgrantee's ability to perform any of the duties described in the Contract, including but not limited to: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, attempting to illegally influence a public employee, or any other criminal offense that clearly reflects upon SUBRECIPIENT's or its subgrantees' business integrity or otherwise poses a threat to DESC.
  - vii. Customer Service: DESC may terminate the Contract if SUBRECIPIENT receives unsatisfactory customer service feedback, comments, or responses, as determined by DESC. SUBRECIPIENT will be given a reasonable amount of time to cure any unsatisfactory customer service issues, but if the customer service complaints are not corrected by DESC's deadline and to DESC's satisfaction, DESC may terminate this Contract without further obligation or liability except as provided in this Contract.
- F. After receipt of a Notice of Termination, and unless otherwise directed by DESC, SUBRECIPIENT shall:
- i. Stop work under the Contract on the date and to the extent specified in the Notice of Termination.
  - ii. Obligate no additional Contract funds for payroll costs and other costs beyond such date as DESC shall specify; and place no further orders or subcontracts for materials, services, or facilities, except as may be necessary for completion of such portion of the work under the Contract as is not terminated.
  - iii. Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination.
  - iv. Upon receipt of the Notice of Termination, SUBRECIPIENT shall preserve all records related to the Contract and service to DESC and submit to DESC such records and reports as DESC shall specify; and furnish to DESC an inventory of all furnishings, equipment, and other property purchased for the program and all pertinent keys to files, buildings, and property; and carry out such directives as DESC may issue or specify concerning the safeguarding or disposition of files and property. SUBRECIPIENT must



## **Exhibit A: Terms and Conditions**

comply with all other directives and requests given by DESC in the Notice of Termination or provide immediate notice to DESC as to why such directives and requests cannot be followed.

v. Submit within thirty (30) days an accounting statement of receipts and expenditures of funds relating to this Contract, and a listing of all creditors, subgrantees, lessors, and/or parties with whom SUBRECIPIENT has incurred financial obligations or had business dealings related to this Contract.

vi. Refund to DESC any uncommitted funds advanced to SUBRECIPIENT.

G. If this Contract is terminated early for any reason, SUBRECIPIENT shall be reimbursed for allowable Contract costs incurred up to the termination date, as well as reasonable, necessary, and allowable closeout expenses, to the extent that funds are available or permitted from State and Federal fund sources or are not offset by any offsets or recoupments permitted in this Contract.

H. This Contract may be bilaterally modified at any time by mutual execution of a written Contract amendment.

I. SUBRECIPIENT shall have no enforceable expectation of renewal or extension. Contract renewals/extensions are at DESC's discretion, must be mutually agreed to, and will be predicated upon SUBRECIPIENT's performance, as well as DESC's future funding and future program and service level requirements.

J. If an existing Contract period expires and a subsequent permitted contract renewal is in process but has not yet been executed by and between the parties, and DESC provides written authorization for SUBRECIPIENT and its subgrantees to continue incurring costs and expenses, and to continue providing services in the interim, the parties agree that all of the terms and conditions in this Contract shall continue to apply to both parties pending completion of the renewal process, including, but not limited to, reimbursing SUBRECIPIENT and its subgrantees for costs and expenses incurred in providing workforce development services, until a renewal contract is executed by both parties.

### **6. Legal Authority**

The person or persons signing and executing this Contract on behalf of DESC and SUBRECIPIENT warrant and guarantee that they have been fully authorized to execute this Contract and to legally bind their organization to all Contract terms.

### **7. Indemnification, Liability, Bonding, and Insurance**

A. SUBRECIPIENT and its assigns, agents, representatives, owners, and employees shall indemnify, release, waive, forever discharge, defend, hold harmless, and covenant not to sue DESC, its employees, agents, board members, staff, attorneys, and other representatives from and for any and all claims, demands, grievances, actions, damages, agreements, contracts, loss of services, expenses, attorneys' fees, costs, interest, and commitments, and understandings of any kind, whether known or unknown, and whether asserted or not in any pending grievances, arbitration proceedings, lawsuit, administrative action, or other proceedings of any kind, as it relates to all liability that arises out of the acts or omissions of SUBRECIPIENT or SUBRECIPIENT's employees, agents, representatives, owners, or subgrantees, related to this Contract. The



## **Exhibit A: Terms and Conditions**

foregoing obligation undertaken by SUBRECIPIENT shall include an obligation to pay attorneys' fees incurred by or assessed against DESC in defending any claims.

- B. SUBRECIPIENT is liable for all disallowed Contract costs and shall reimburse DESC for all such disallowances, including but not limited to those disallowed per audit findings from the State of Michigan, Labor and Economic Opportunity – Workforce Development (LEO-WD) or any other state or federal agency. In the event of disallowed Contract costs, SUBRECIPIENT also agrees to share the reasonable costs of resulting litigation to which DESC is a party, to the extent of SUBRECIPIENT's proportionate share of disallowed costs.
- C. Notice shall be promptly submitted to DESC of any action brought against SUBRECIPIENT resulting from or related to this Contract.
- D. SUBRECIPIENT shall procure, maintain, and provide proof of insurance coverage according to the following specifications:
  - i. A \$3,000,000 per occurrence Commercial General Liability Policy with the following coverages:
    - Broad form property damage
    - Premises/Operations
    - Independent Contractors
    - (Blanket) Broad form Contractual
    - Personal Injury
  - ii. Workers' compensation insurance, as required by law;
  - iii. \$1,000,000 combined single limit automobile liability insurance, including hired and leased vehicles, owned and non-owned autos, and "no fault" coverage;
  - iv. Errors and omissions liability insurance with minimum limits of \$1,000,000 per occurrence and \$1,000,000 aggregate;
  - v. Fidelity bonds for all employees, officers, and board members who handle or record cash or prepare or sign checks and for employees, officers, and board members who have any other access to funds/or checks. In the event that such bonds are cancelled, SUBRECIPIENT shall notify DESC immediately pursuant to the requirements of the "Notices" section of the Acknowledgment of Receipt, Confirmation of Adoption, and Execution.
  - vi. All certificates of insurance shall contain evidence of the following conditions and/or clauses:
    - DESC shall be named as an additional insured where applicable with respect to work performed by SUBRECIPIENT.
    - All certificates of insurance are to provide written notice upon notification from the insurance company of material change, cancellation, or non-renewal, to the extent that the insurance companies providing the required coverages will consent to such provisions.



## **Exhibit A: Terms and Conditions**

- E. Notwithstanding the above, DESC and SUBRECIPIENT agree that DESC may allow SUBRECIPIENT and / or its subgrantees to carry insurance with minimum limits less than those required by subparagraphs (D)(i) through (D)(v) above if, at DESC's sole discretion, such coverages are either burdensome or unattainable. Any waiver or modification of the insurance requirements required by subparagraphs (D)(i) through (D)(v) shall be confirmed in writing and signed by both parties.
- F. Self-insurance plans maintained by a public entity are acceptable in lieu of insurance or bonding required by this Contract.
- G. SUBRECIPIENT agrees to supply DESC, upon requests, with proof of all required insurance.
- H. The obligations set forth in this Section will survive termination of this Contract.

### **8. Independent Subrecipient**

Nothing in this Contract is intended to establish an employer-employee relationship between DESC and either SUBRECIPIENT or any of SUBRECIPIENT's employees or subgrantees. All SUBRECIPIENT employees or subgrantees assigned to provide services under or pursuant to this Contract by SUBRECIPIENT shall be deemed to be employees or subgrantees of SUBRECIPIENT and not the employees, agents, or subgrantees of DESC.

### **9. Marketing and Public Relations Requirements**

- A. Unless SUBRECIPIENT has the express written consent of DESC, services funded in whole or in part by DESC must at all times be represented as "A Detroit at Work program, powered by Detroit Employment Solutions Corporation, a Michigan Works! Agency and proud partner of the American Job Center network." DESC must provide written consent before this is used on any document or by any electronic means (email, media, internet, etc.). Identification of services with the name of SUBRECIPIENT, any subgrantees or other organizations is not permitted.
- B. SUBRECIPIENT staff conducting DESC's business shall at all times represent themselves as Michigan Works! Service Center staff, unless SUBRECIPIENT has the express written consent of DESC to do otherwise. "Represent" means to identify oneself exclusively as Michigan Works! Service Center staff, both verbally and visually. Any personal identification with the name of SUBRECIPIENT or subgrantee (including the wearing or use of branded clothing, pins, promo items, etc.) is not permitted.
- C. All public communications, marketing, and outreach related to services delivered under this contract must be coordinated and approved through DESC. This includes, but is not limited to, any documents published for external use among customers, the community at large, and stakeholders.
- D. Any time SUBRECIPIENT is contacted by the media (i.e., social media, television, written publications, radio, etc.) for comment on matters related to this Contract or any program funded in whole or in part by DESC, it must immediately notify DESC. DESC must provide written approval before any verbal or written response to a media request is made.
- E. If DESC determines that this section (9) is violated, the penalty may result in termination of this Contract.





## **Exhibit A: Terms and Conditions**

- F. SUBRECIPIENT shall acknowledge the State of Michigan funding agency and DESC as the grantor of funds when developing information for public dissemination, either in writing or in an oral presentation.

### **10. Procurement, Property, and Fiscal Provisions**

- A. All purchases of goods and services under this Contract shall be properly procured in accordance with Federal, State, DESC, and SUBRECIPIENT procurement procedures and laws, whichever is more stringent. Such purchases shall also be procured in accordance with Michigan Policy Issuance No. 19-30 including changes, 48 CFR Section 31.2, and the procurement standards contained in the Uniform Administrative, Cost Principles, and Audit Requirements for Federal Awards ("Administrative Requirements"); Final Rule; 2 CFR Chapter I, Chapter II, Part 200. In the event of a conflict or inconsistency between the various procurement procedures, DESC shall determine the proper procurement procedure to follow and shall provide its direction in writing to SUBRECIPIENT.
- B. SUBRECIPIENT shall obtain prior written approval from DESC for capital and equipment purchases using Contract funds in excess of five thousand dollars (\$5,000). Notification of the receipt of property or equipment must be made to DESC within one (1) week of property or equipment receipt.
- C. In accordance with Section 200.321 of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, DESC encourages, whenever possible, the utilization of small businesses, minority-owned firms, women's business enterprises, and labor surplus area firms.
- D. The title to property or equipment shall be vested with DESC if it has a system or unit cost of five thousand dollars (\$5,000) or more and is purchased with Contract funds.
- E. All property vested with DESC must be tagged within one (1) week of property or equipment receipt, and inventoried, tracked, maintained, and insured in accordance with applicable DESC and Michigan policies and instruction letters. All DESC tagged property must be adequately secured and insured against loss, theft, and damage, with DESC entitled to reimbursement if property is stolen, burned, or damaged. Self-insurance and reasonable deductible amounts are acceptable. SUBRECIPIENT shall not sell or otherwise dispose of such property unless and until it has sought and received written permission from DESC.
- F. The State of Michigan may provide some of its own equipment to be used by SUBRECIPIENT. The State shall retain title to this equipment, and SUBRECIPIENT shall maintain an accurate equipment inventory and protect and secure this equipment at all times. SUBRECIPIENT shall return the equipment to the State upon request by the State or DESC.
- G. A cost allocation plan shall be required to support the distribution of Contract expenditures that benefit more than one program or cost category. Accounting records that substantiate the propriety of charges shall support all costs included in the plan. Budget allocations alone are not adequate documentation. SUBRECIPIENT shall retain on file all documentation supporting the methodology utilized to determine cost allocation. SUBRECIPIENT shall maintain in its files a cost allocation plan that meets the requirements of Michigan Policy Issuance No. 05-03 and changes.



## **Exhibit A: Terms and Conditions**

- H. SUBRECIPIENT shall charge expenditures against the correct line items, cost categories, and program budgets, and shall determine allowable costs in accordance with DESC, State, and Federal rules, policies, procedures, and 2 CFR Subpart E, Cost Principles.
- I. Allowable Contract costs that are paid using non-Federal funds may potentially qualify as stand-in costs. All stand-in costs should be reported by SUBRECIPIENT at the time they were incurred, and may be used to offset disallowed costs, as permitted by State and Federal policies.
- J. Funds received pursuant to this Contract shall be used exclusively for services funded under this Contract and shall not be commingled with other funds.
- K. Program Income means income that has been received by SUBRECIPIENT in excess of costs, and that has been directly generated by Contract-supported activity or earned as a direct result of this Contract. All such income must be reported and tracked by funding source. Program income must be accounted for using the Deduction method unless entity obtains the prior approval from the awarding agencies to use the Addition method.
- L. SUBRECIPIENT shall adhere to generally accepted accounting principles and shall maintain records that will allow for the comparison of actual outlays with budgeted amounts. SUBRECIPIENT's overall financial management systems must ensure effective control over and accountability for all funds received. Accounting records must be supported by source documentation such as timesheets and invoices.
- M. If any cost or price under this Contract is significantly increased or decreased as a result of defective information submitted by SUBRECIPIENT, DESC reserves the right to renegotiate the Contract to disallow and collect funds obtained by SUBRECIPIENT due to false or negligently submitted information.
- N. SUBRECIPIENT assures that prices and costs have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition. This does not preclude or impede the formation of a consortium of companies and/or agencies.
- O. Contract funds cannot be used for litigation of claims of any kind against DESC, its board, the Detroit Workforce Development Board, the City of Detroit, the State of Michigan, or the Federal government.

### **11. Delegation, Subcontracting, and Assignment**

- A. SUBRECIPIENT shall not delegate, assign, or subcontract any obligations or rights under this Contract, either in whole or in part, without prior written consent of DESC, which consent may be granted only at DESC's reasonable discretion.
- B. The rights and obligations under this Contract shall not be diminished in any manner by assignment, delegation, or subcontract.
- C. Any assignment, delegation, or subcontract by SUBRECIPIENT and approved by DESC must include a requirement that the assignee, delegate, or subgrantee will comply with the rights and obligations contained in this Contract.





## **Exhibit A: Terms and Conditions**

- D. A name change by a subgrantee shall alone not require advance DESC approval but shall require notice to DESC.
- E. SUBRECIPIENT shall remain liable for acts, omissions, and work performed by any of its subgrantees and for any and all claims, complaints, or charges, asserted against subgrantee related in any way to this Contract or the relationship between SUBRECIPIENT and subgrantee based on this Contract.
- F. Should a subgrantee fail to provide the established level of service and response, SUBRECIPIENT shall contract with another agency for these services in a timely manner.
- G. This Contract cannot be sold.
- H. In the event that a Petition of Bankruptcy is filed and there is an assignment of this Contract by a court, DESC may declare this Contract null and void.
- I. In accordance with P.A. 278 of 1980, SUBRECIPIENT shall not enter into a subcontract with a contractor, manufacturer, or supplier listed in the register maintained by the State of Michigan, or with employers who have been found in contempt of court by a Federal Court of Appeals on not fewer than three occasions involving different violations during the preceding seven years of failure to correct and unfair labor practice as prohibited by Section 8 of Chapter 372 of the National Labor Relations Act 29 U.S. C. 158. DESC may terminate this Contract as provided in Section 5, if the name of the employer or the name of a Contractor, manufacturer, or supplier of the employer subsequently appears in the register during the Contract period.

### **12. Conflict of Interest**

- A. To avoid any real or perceived conflict of interest, SUBRECIPIENT shall identify and disclose to DESC any SUBRECIPIENT board member, owner, agent, or employee, or any relative of these persons who are employed by DESC or who may have a financial gain related to the Contract. SUBRECIPIENT agrees to disclose any of these relationships to DESC in writing prior to execution of the Contract or immediately upon learning (and not more than ten days after discovery) of the conflict or potential conflict. SUBRECIPIENT agrees to execute any conflict of interest forms that may be provided by DESC and to take ongoing affirmative action to ascertain whether board members, owners, agents, or employees of SUBRECIPIENT have any conflicts of interest or potential conflicts of interest, as described above.
- B. No member of the Legislature of the State of Michigan or any individual employed by the State shall receive any share or part of this Contract, or any benefit that may arrive therefrom. Competitively awarded Contracts with one or more units or subdivisions of the State of Michigan for delivery of services to employers and job seekers are permitted.
- C. Any lobbying efforts on behalf of SUBRECIPIENT for the purpose of helping to secure, maintain, modify, or extend this Contract are strictly prohibited.
- D. SUBRECIPIENT has received and agrees to comply with DESC's Code of Conduct.

### **13. Nepotism**



## **Exhibit A: Terms and Conditions**

- A. Neither SUBRECIPIENT nor its subgrantees may accept a person into the program if a member of that person's immediate family is engaged in an administrative capacity for SUBRECIPIENT or its subgrantee.
- B. The term "immediate family" means wife, husband, life partner, son, daughter, mother, father, brother, brother-in-law, sister, sister-in-law, son-in-law, daughter-in-law, mother-in-law, father-in-law, aunt, uncle, niece, nephew, grandparent, stepparent, and stepchild.
- C. The term "administrative capacity" includes persons who have overall administrative responsibility for a program, including but not limited to those who have any responsibility for the obtaining and/or the authorization of any payments under this Contract, as well as other persons who have influence or control over administration of the program and its funding, and persons who have the selection, hiring, placement, or supervisory responsibilities for customers and participants. The term "persons who have overall administrative responsibility" as used in this paragraph shall include anyone in a position to influence the independent decision-making authority of an employee or agent on behalf of an immediate family member of SUBRECIPIENT.

### **14. Confidentiality and Disclosure of Information**

- A. SUBRECIPIENT and/or its employees shall not reproduce, provide, disclose, or give access to confidential information to any third party, or to any other employee of SUBRECIPIENT not having a legitimate need to know any such information and data, and shall not use this confidential information for any purpose other than performing its services under this Contract. Notwithstanding the foregoing, SUBRECIPIENT may disclose the confidential information if required by law, statute, or other legal process; provided that SUBRECIPIENT (i) gives DESC prompt written notice of an impending disclosure, (ii) provides reasonable assistance to DESC in opposing or limiting the disclosure, and (iii) makes only such disclosure as is compelled or required.
- B. As used in this Contract, "confidential information" means all information that DESC is required or permitted by law to keep confidential, including Personally Identifiable Information as defined at 2 CFR Part 200.79.

### **15. Prevention of Fraud and Abuse**

- A. SUBRECIPIENT shall ensure that its employees are made aware of and held accountable to the criminal provisions of 18 USC 665, which states:

Whoever, being an officer, director, agent, or employee of, or connected in any capacity with any agency or organization receiving financial assistance or any funds under title I of the Workforce Innovation and Opportunity Act or title I of the Workforce Investment Act of 1988 knowingly enrolls an ineligible participant, embezzles, willfully misapplies, steals, or obtains by fraud any of the moneys, funds, assets, or property which are the subject of a financial assistance agreement or contract pursuant to such Act shall be fined under this title or imprisoned for not more than two (2) years, or both; but if the amount so embezzled, misapplied, stolen, or obtained by fraud does not exceed \$1,000, such person shall be fined under this title or imprisoned not more than one (1) year, or both.



## **Exhibit A: Terms and Conditions**

Whoever, by threat or procuring dismissal of any person from employment or of refusal to renew a contract of employment in connection with a financial assistance agreement or contract under title I of the Workforce Innovation and Opportunity Act or title I of the Workforce Investment Act of 1988 induces any person to give up any money or thing of any value to any person (including such organization or agency receiving funds) shall be fined under this title, or imprisoned not more than one (1) year, or both.

Whoever willfully obstructs or impedes or willfully endeavors to obstruct or impede, an investigation or inquiry under title I of the Workforce Innovation and Opportunity Act or title I of the Workforce Investment Act of 1988, or the regulations thereunder, shall be punished by a fine under this title, or by imprisonment for not more than one (1) year, or by both such fine and imprisonment.

- B. Violation of 18 USC 665 shall result in the disallowance of related Contract funds and may cause termination of this Contract.

### **16. Reports, Records, Monitoring, and Audits**

- A. SUBRECIPIENT and its employees, agents, officials, and subgrantee(s) shall fully cooperate with all Federal, Michigan, and DESC evaluations, monitoring, and audit efforts relative to this Contract.
- B. Pursuant to 2 CFR Part 200.331(d)(1), DESC will monitor the activities of any subrecipient as necessary to ensure that any sub award is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of the sub award. Monitoring of SUBRECIPIENT must include reviewing financial and programmatic reports required by DESC.
- C. Pursuant to 2 CFR Part 200.336(a), Records of non-Federal entities, the Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the pass-through entity, or any of their authorized representatives, must have the right of access to any documents, papers, or other records of the non-Federal entity which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the non-Federal entity's personnel for the purpose of interview and discussion related to such documents.
- D. SUBRECIPIENT shall make available, on a timely basis, any and all records, reports, customer files, and other documentation and physical evidence for duplication, inspection, monitoring, evaluation, and audit by any Federal or Michigan agency, or by DESC, or by their respective designees. Authorized representatives shall have the right to interview SUBRECIPIENT's employees and to inspect SUBRECIPIENT's facilities that are supported with Contract funds. Moreover, SUBRECIPIENT shall, in accordance with reasonable timelines, respond to any monitoring or audit findings.
- E. SUBRECIPIENT shall adequately evaluate, administer, and monitor its programs, training sites, and worksites on a regular basis and shall establish sufficient internal controls necessary to safeguard against non-compliance, fraud, and abuse.
- F. If SUBRECIPIENT is a public or non-profit organization that, within its fiscal year, expends a total of \$750,000 or more in Federal funds from all funding sources, it must have a Single Audit performed on that



## **Exhibit A: Terms and Conditions**

fiscal year, in accordance with applicable federal regulations and the provisions of 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

- G. If SUBRECIPIENT is a private for-profit organization pursuant to 2 CFR 2900.2, that expends a total of \$750,000 or more in Federal funds within its fiscal year, it must have an organization-wide financial and compliance audit performed on that fiscal year, in accordance with generally accepted government auditing standards (GAGAS) and applicable Federal regulations, or a program-specific audit performed in accordance with generally accepted government auditing standards (GAGAS) and applicable Federal regulations and provisions of 20 CFR 683.210.
- H. SUBRECIPIENT shall ensure that its auditor does not perform the functions that are prohibited in Michigan Policy Issuance No. 05-03 and changes.
- I. SUBRECIPIENT shall deliver its audit report to DESC no later than nine (9) months after year end or thirty (30) days after the audit is completed, whichever is earlier. If SUBRECIPIENT fails to submit the audit, DESC may, at its discretion, withhold payments under this or any other existing or future contracts or take other action to compel compliance until the audit is received.
- J. SUBRECIPIENT shall be responsible for resolving any and all issues that relate to Contract audits or monitoring.
- K. SUBRECIPIENT agrees to maintain generally accepted and DESC-specified records that will provide accurate, current, and complete disclosure of the status of each program. SUBRECIPIENT shall comply with all requirements imposed by relevant laws, regulations, guidelines, plans, and this Contract regarding the maintenance of a record of each individual's participation in the program, including dates of entry and termination in each activity. In addition, SUBRECIPIENT shall comply with all financial records requirements concerning accounts, ledgers, supporting records, and worksheets.
- L. Pursuant to 2 CFR 200.333, SUBRECIPIENT shall retain all financial, participant, and other required records and supporting documents (including property and personnel records, timesheets, travel vouchers, fringe benefit rates, overhead rates, and other necessary documentation) that are pertinent to this Contract for a period of three (3) years, which begins after DESC issues SUBRECIPIENT its final reimbursement to this Contract, and after all other pending matters are closed, including the completion of SUBRECIPIENT's audit relative to this Contract. If, prior to the expiration of the three (3) year retention period, any litigation, monitoring, or audit is begun, or a claim is instituted involving the Contract, SUBRECIPIENT shall retain the records until any litigation, audit, or monitoring finding has been fully resolved.
- M. SUBRECIPIENT shall inform DESC in writing of the exact location where all records, reports, and other documentation and physical evidence are to be retained, if located other than at SUBRECIPIENT's principal place of business. SUBRECIPIENT shall inform DESC in writing of any location changes prior to the date the records, reports, and other documentation and physical evidence are moved.

If SUBRECIPIENT ceases operations, SUBRECIPIENT shall provide the name, address, and telephone number of SUBRECIPIENT's representative, plus an inventory of all such records, reports, and other



## **Exhibit A: Terms and Conditions**

documentation and physical evidence and shall either a) notify DESC where records, reports, and other documentation shall be stored and how they will be made available upon request in a timely manner, or b) deliver all the documentation to a location designated by DESC.

- N. SUBRECIPIENT must adhere to all DESC policies regarding the disposal and/or destruction of files and documents.

### **17. Compliance, Assurances, and Warranties**

- A. SUBRECIPIENT agrees to fully comply with all Federal, State, and local laws, statutes, program and administrative rules, professional standards, policy issuances and procedures, and official plans applicable to this Contract or the program(s) it funds, including any changes or amendments taking effect during the Contract period. Changes and amendments of this type become binding upon SUBRECIPIENT following notice as described in the Acknowledgment of Receipt, Confirmation of Adoption, and Execution document. The parties shall mutually agree in writing to all other Contract amendments.
- B. As a condition to the award of this Contract, SUBRECIPIENT must assure that it has the ability to comply with all applicable laws and regulations, as well as the nondiscrimination and equal opportunity provisions of 29 CFR 38.25 and will remain in compliance for the duration of the award.
- C. Federal and State laws and rules applicable to this Contract include, but are not limited to, the following:
- i. The Immigration and Naturalization Act of 1986 (8 USC 1324a), P.L. 99-603
  - ii. The Family and Medical Leave Act of 1993 (29 USC 2601), P.L. 103-3
  - iii. The Older Americans Act of 1965, as amended (42 USC 3001 and 3056 et seq.) P.L. 89-73
  - iv. The Military and Selective Service Act, Title I, Section 3, as amended (50 USC 453), P.L. 97-86
  - v. The Privacy Act of 1974 (5 USC 522a), P.L. 93-579
  - vi. The Whistle Blower's Protection Act (MCLA 15.361 et seq.), 1980, PA 469
  - vii. The Federal Hatch Act (5 USC Section 7321)
  - viii. The Jobs for Veterans Act P.L. 107-288 (Reference: Employment and Training Administration [ETA] Training and Employment Guidance Letter No. 10-09)
  - ix. The Emergency Supplemental Appropriations Act for Defense, the Global War on Terror, and Hurricane Recovery, P.L. 109-234 and Public Law 111-8, Section 111, which contains salary and bonus limitation requirements for U.S. Department of Labor (USDOL)/ETA funded programs. DESC applies these salary and bonus limitations to all programs funded by this Contract, whether or not the funding is derived from USDOL.
  - x. The Michigan Youth Employment Standards Act, as amended (MCLA 409.101), PA 90 of 1978, or the Federal Child Labor Regulations, Part 570, as amended, whichever is more stringent
  - xi. The Michigan Minimum Wage law, as amended (MCLA 408.381), PA 154 of 1964
  - xii. The Michigan Payment of Wages and Fringe Benefits, as amended (MCLA 408.471), PA 390 of 1978, and Overtime Protection (MCLA 408.477) PA 390 of 1978





## **Exhibit A: Terms and Conditions**

- xiii. The Michigan Workers' Disability Compensation Act, as amended (MCLA 418.101), and Administrative Rules, PA 317 of 1969
  - xiv. The Michigan Open Meetings Act, as amended (MCLA 15.261 et seq.), PA 267 of 1976
  - xv. The Michigan Contracts with Employers Engaging in Unfair Practices, as amended (MCLA 423.321 et seq.), PA 278 of 1980
  - xvi. The Michigan Occupational Safety and Health Act, as amended (MCLA 408.1001-1094), PA 154 of 1974
  - xvii. The Michigan Right to Know Act (MCLA 408.1014a-1014n), PA 80 of 1986
  - xviii. The Social Welfare Act, PA 280 of 1939, as amended (MCLA 400.55a and 400.56f)
  - xix. Title IV-F of the Social Security Act (P.L. 74-271), as amended
  - xx. Michigan Welfare Policy Provisions, PA 223 of 1995
  - xxi. Title IV-A of the Social Security Act (P.L. 74-271), as amended
  - xxii. 45 Code of Federal Regulations 201 through 257, and 260
  - xxiii. The Food Stamp Act of 1977 (P.L. 105-33), as amended
  - xxiv. 7 CFR 271, 272, and 273
  - xxv. American Recovery and Reinvestment Act of 2009, as amended
  - xxvi. Reed Act Provisions of Title IX of the Social Security Act
  - xxvii. Trade Adjustment Assistance Reform Act of 1974, as amended
  - xxviii. Wagner-Peyser Act of 1933, as amended
  - xxix. Workforce Innovation and Opportunity Act of 2014, PL 113-128 (WIOA)
  - xxx. All federal regulations (CFRs) related to WIOA
  - xxxi. All state and federal policies and guidance related to WIOA
  - xxxii. The Michigan Employment Security Act of 1936, as amended
  - xxxiii. 20 CFR Part 653, with respect to equitable services to migrant and seasonal farm workers
  - xxxiv. MCL 35.1093 (PA 39 of 1994)
  - xxxv. Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act
  - xxxvi. Buy American Act U.S.C. Sections 8301-8303
- D. SUBRECIPIENT shall comply with all applicable state and federal laws, rules, regulations, and policies in existence at the time this Contract is executed and as may be amended from time to time in the future, including those that are identified in the "Assurances, Certifications, and Stipulations" section of DESC's current Michigan Works! System Plan and Employment Service Plan. SUBRECIPIENT shall also comply with all policies of DESC relating to this Contract.



## **Exhibit A: Terms and Conditions**

- E. SUBRECIPIENT's failure to comply with any of the laws, rules, regulations, and/or policies stated or referenced herein may result in a breach of the Contract by SUBRECIPIENT. SUBRECIPIENT shall be responsible and liable for any damages incurred by DESC as a result of such breach.

### **18. Certifications and Disclosures**

- A. SUBRECIPIENT shall submit to DESC the annual lobbying certification, as required by 29 CFR Part 98. SUBRECIPIENT is prohibited from using Federal funds in any lobbying efforts and must disclose any lobbying it subsidizes with non-Federal funds. In addition, SUBRECIPIENT shall comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).
- B. SUBRECIPIENT shall submit to DESC the annual certification regarding Debarment, Suspension, and Other Responsibility Matters, as required by 2 CFR Part 180, 2 CFR Part 180.220, and 2 CFR Part 200.205(d). SUBRECIPIENT certifies that it and its principal employees are not on the "Debarment and Suspension" list. In addition, SUBRECIPIENT shall comply with the debarment and suspension requirements of Executive Orders 12549 and 12689.
- C. If applicable, SUBRECIPIENT shall also submit an annual Drug-Free Workplace certification, as required by 2 CFR part 182 and in accordance with the Drug-Free Workplace Act of 1988 and 41 U.S.C. 8103 et seq. and 48 CFR part 23, subpart 23.5.
- D. SUBRECIPIENT shall also submit other certifications required from time to time by Michigan or Federal agencies.

### **19. Patents and Copyrights**

- A. SUBRECIPIENT shall adhere to the requirements and regulations regarding patent rights, copyrights, inventions, computer programs, and data assembled pursuant to this Contract as required by 2 CFR 200.315 and in accordance with 37 CFR Part 401.
- B. SUBRECIPIENT shall disclose to DESC any patent, copyright, invention, written product, or computer program developed, or data assembled as a result of performance of work under this Contract within sixty (60) days of invention, development, or assembly.

### **20. Veterans' Rights to Employment Services**

To comply with Michigan Compiled Laws (MCL) 35.1093 (PA 39 of 194), DESC subrecipients will coordinate workforce development services with local Veterans' Employment Representatives. In conjunction with SUBRECIPIENT staff members, these representatives will ensure that veterans are provided effective and equitable services, including effective and equitable employment and job training services, on a priority basis, in accordance with United States Department of Labor Training and Employment Guidance Letter 10-09, "Implementing Priority of Service for Veterans and Eligible Spouses in all Qualified Job Trainings Programs Funded in Whole or in Part by the U.S. Department of Labor (DOL)" dated November 10, 2009.

### **21. Nondiscrimination and Equal Opportunity**





## **Exhibit A: Terms and Conditions**

SUBRECIPIENT shall comply fully with the nondiscrimination and equal opportunity provisions in the following laws, orders, and rules:

- A. Section 188 of WIOA (formerly Section 188 of WIA), 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 WIOA Title I-financially assisted program or activity.
- B. Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color, and national origin.
- C. Section 504 of the Rehabilitation Act of 1973, as amended which prohibits discrimination against qualified individuals with disabilities
- D. Rehabilitation Act of 1973, as amended, Section 503 (29 USC 793, Public Law [P.L.] 93-112)
- E. Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age
- F. Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs
- G. 29 CFR Part 38
- H. Executive Order 11246, as amended by 11375 (41 CFR parts 60-64)
- I. Americans with Disabilities Act of 1990 (42 USC 12101 et seq.), P.L. 101-336
- J. Pregnancy Discrimination Act of 1975 (92 Stat 2076), P.L. 95-555
- K. Civil Rights Act of 1964, Title VII (42 USC 2000 et seq.), P.L. 88-352
- L. Civil Rights Act of 1968, Title VIII (42 USC 300 et seq.), P.L. 90-284
- M. Civil Rights Restoration Act of 1991 (20 USC 1686-1688, 29 USC 706 and 709, 42 USC 2000[d]-4[a] and 6107), P.L. 100-259
- N. Affirmative Action Provisions at the Viet Nam Era Veterans' Readjustment Assistance Act, as amended, (38 USC 4218), P.L. 72-74
- O. Equal Pay Act of 1963, as amended (29 USC 206d), P.L. 88-38
- P. Elliott-Larsen Civil Rights Act, as amended (MCLA 37.2101 et seq.), 1976, Public Act (PA) 456
- Q. Persons with Disabilities Civil Rights Act (MCLA 37.1101 et seq.), PA 220 of 1976

SUBRECIPIENT shall not, under any circumstances, deny services on the basis of faith or the customer's decisions or behavior related to participation in faith-based activities or services. SUBRECIPIENT shall additionally ensure that funds made available through this Contract shall not be used to actively proselytize any customer who receives Contract services.



## **Exhibit A: Terms and Conditions**

### **22. Subcontracts for Construction and Repair**

If SUBRECIPIENT subcontracts for construction, repair, or facility improvements, it and its subgrantee(s) shall comply with the following:

- A. The Copeland “Anti-Kickback” Act (18 USC 874) as supplemented in 29 CFR Part 3;
- B. If the subcontract exceeds \$2,000, the Davis-Bacon Act (40 USC 3141 to 3148), as supplemented by 29 CFR Part 5;
- C. If the subcontract is in excess of \$2,500, and if it involves the employment of mechanics or laborers, or if the Contract is for construction and exceeds \$2,000, Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 USC 3701-3708), as supplemented by 29 CFR Part 5;
- D. If the subcontract for construction or facility improvements exceeds \$25,000, the necessary bonding that must be obtained from companies who hold certificates of authority as acceptable sureties pursuant to 31 CFR Part 223 (“Surety Companies Doing Business with the United States”). The minimum bonding requirements are:
  - i. a bid guarantee from each bidder equivalent to five percent of the bid price;
  - ii. a performance bond on the part of SUBRECIPIENT for 100 percent of the Contract price; and
  - iii. a payment bond on the part of the Contract for 100 percent of the Contract price.

### **23. Compliance with the Clean Air Act**

SUBRECIPIENT shall comply with all applicable standards, orders, or requirements that are issued under Section 306 of the Clean Air Act (42 USC 7401-7671[q]) and Federal Water Pollution Contract Act (33 USC 1251-1387).

### **24. Compliance with Energy Efficiency Standards and Policies**

SUBRECIPIENT shall comply with mandatory standards and policies that relate to energy efficiency, which are contained in the State’s energy conservation plan that was issued in compliance with the Energy and Conservations Act (Public Law 94-163, 89 Stat. 871).

### **25. Protests, Disputes, Claims, and Grievances**

- A. SUBRECIPIENT shall develop and maintain a system for the handling of grievances in accordance with Federal legislation, State of Michigan, and DESC guidelines. Relevant to Exhibit E, SUBRECIPIENT shall comply with Michigan Policy Issuance No. 11-37c2, and with DESC’s Grievance and Complaint Procedures.
- B. SUBRECIPIENT agrees to adhere to DESC’s grievance procedures as described in Exhibit E, if applicable. Both parties agree to informally discuss and attempt to resolve all disputes, protests, and claims in a joint meeting. In the event that informal discussion fails to resolve the dispute, protest, or claim, either party may request formal resolution in accordance with DESC procedures (Exhibit E). SUBRECIPIENT must inform



## **Exhibit A: Terms and Conditions**

customers that internal grievance policies need not be exhausted before a grievant is entitled to complain to the appropriate agency or court if the grievance concerns discrimination, criminal wrongdoing, fraud, or serious program abuse. For all disputes, protests, and claims that are not resolved informally and for which Exhibit E does not apply, SUBRECIPIENT agrees to comply with and be bound by the Arbitration Agreement described in section D below.

C. SUBRECIPIENT agrees to participate in and be bound by disallowed cost or grievance decisions issued by DESC. All such decisions shall be enforceable in Michigan or Federal courts.

### **D. Arbitration Agreement**

- i. Generally. In recognition of the fact that differences may arise between DESC and SUBRECIPIENT relating to the Contract, and that the resolution of such differences through civil litigation is rarely time or cost effective for either party, the parties agree to resolve all claims through arbitration in accordance with the provisions contained herein, hereinafter referred to as the "Agreement to Arbitrate," rather than through civil litigation in either state or federal court. SUBRECIPIENT understands that this Agreement to Arbitrate is a term and condition of this Contract.
- ii. This Agreement to Arbitrate does not negate or revoke the application of applicable policies and/or regulations issued by the State of Michigan, Labor and Economic Opportunity – Workforce Development (LEO-WD) or any other applicable state or federal laws or regulations.
- iii. Covered Claims. Except as otherwise provided in this Agreement to Arbitrate, DESC and SUBRECIPIENT consent to the resolution by arbitration of all disputes, controversies, or claims, for which a court otherwise would be authorized by law to grant relief, arising out of, relating to, or associated with this Contract or its termination.
- iv. Claims Not Covered. These provisions do not apply to claims for injunctive and/or other equitable relief or any claims that are prohibited from submission to arbitration by state or federal law or previous written agreement.
- v. Notice Requirements/Limitation Period.
  - a. DESC or SUBRECIPIENT must give written notice to the other party and the American Arbitration Association (AAA) within six (6) months after the date the party first had knowledge of the events or circumstances giving rise to a claim, or within the time period for the claim prescribed by the applicable state or federal statute; otherwise the claim shall be void and deemed waived.
  - b. Written notice to DESC or SUBRECIPIENT shall be sent to the parties and addresses identified in the Acknowledgment of Receipt, Confirmation of Adoption, and Execution document. The written notice shall identify and describe the nature of all claims asserted and the facts on which the claims are based. The notice shall be sent to the other party by certified or registered mail, return receipt requested.
- vi. Procedural Requirements.



## **Exhibit A: Terms and Conditions**

- a. **Arbitrator.** Except as otherwise provided, any arbitration shall be in accordance with the Model Employment Arbitration Procedures of the American Arbitration Association in effect at the time that written notice of the claim is given. The arbitration shall be before an arbitrator who is licensed to practice law in the State of Michigan.
- b. **Selection.** The arbitrator shall be selected from a list of eleven (11) arbitrators the AAA compiles from its panel depending on the type of claim at issue. The AAA shall give DESC and SUBRECIPIENT a copy of the list. Each side may strike all names it deems unacceptable. If only one common name remains on the lists of all parties, that individual shall be designated as the arbitrator. If more than one common name remains on the lists of all parties, the parties shall strike names alternately until only one remains. If no common name remains on the lists of all parties, the AAA shall furnish an additional list, where the parties will alternately strike names until only one arbitrator is left.
- c. **Representation.** Either DESC or SUBRECIPIENT may be represented by an attorney or other representative.
- d. **Discovery.** Each party shall have the right to take depositions of any witnesses, including experts designated by another party. Each party shall also have the right to make requests for production of documents and submit interrogatories to the other party. The subpoena right specified in Section f (below) of this article shall be applicable to discovery pursuant to this paragraph. Discovery shall be governed by the Michigan Court Rules.
- e. **Designation of Witnesses and Exhibits.** At least ninety (90) days before the arbitration hearing, the parties must exchange lists of witnesses, including any experts. Copies of all exhibits intended to be used and submitted at the arbitration hearing must be exchanged at least thirty (30) days before the hearing date.
- f. **Subpoenas.** Both DESC and SUBRECIPIENT shall have the right to subpoena witnesses and documents for the arbitration hearing.
- g. **Authority and Jurisdiction.** The arbitrator shall apply the substantive law (and the law of remedies, if applicable) of the State of Michigan, or federal law, or both, as applicable to the claim asserted. The Michigan Rules of Evidence shall apply. The arbitrator shall have jurisdiction to hear and rule on prehearing conferences by telephone or in person, as the arbitrator deems necessary. The arbitrator shall also have the authority to entertain a motion to dismiss and/or a motion for summary judgment by any party, and shall apply the standards governing such motions found in the Michigan Court Rules. The arbitrator shall have no power to add to, subtract from, or alter DESC's policies and procedures, or any other terms of the contractual relationship, and shall render a written decision setting forth findings of fact and conclusions of law as to the claims or disputes at issue.
- h. **Award.** The arbitrator shall render a written award and opinion in the form typically rendered in arbitration cases. The arbitration award shall be final and binding on the parties, and any judgment



## **Exhibit A: Terms and Conditions**

may be enforced in the court having jurisdiction. Either party shall have ninety (90) days after issuance of the arbitral award within which to appeal the award to the court having jurisdiction to set aside the award. Either party, on request at the close of hearing, shall be allowed to file a post-hearing brief. The arbitrator shall set the time for filing the brief.

- i. Nonpublic Hearing. The parties agree that the arbitration hearing shall be a private proceeding not open to the public, unless required by law. Only the arbitrator, the parties, the representatives of the parties, and witnesses may be present at the arbitration hearing.
- j. Arbitration Fees and Costs. Each party shall pay its own costs and attorney fees. However, if any party prevails on a statutory claim that entitles the prevailing party to attorney fees, or if there is a written agreement providing for the payment of attorney fees, the arbitrator may award reasonable fees in accordance with the statute of agreement. Either party, at its expense, may arrange for and pay the cost of a court reporter to provide a stenographic record of the proceedings.
- k. This Agreement to arbitrate shall be governed by the laws of the State of Michigan. Any legal suit, action, or proceeding arising out of or to enforce an award under this Agreement to arbitrate, shall be instituted in the U.S. District Court for the Eastern District of Michigan, of the Third Judicial Circuit Court of the State of Michigan, County of Wayne and each party irrevocably submits to the exclusive jurisdiction of such court in any such suit, action, or proceeding.

### **26. Other Conditions**

- A. This Contract, including all exhibits and references incorporated herein, represents the entire Contract and understanding between the parties. This Contract supersedes all other prior oral or written understandings, communications, agreements, or contracts between the parties.
- B. This Contract shall be governed by the laws of the State of Michigan. Any legal suit, action, or proceeding arising out of this Agreement shall be instituted in the U.S. District Court for the Eastern District of Michigan, or the Third Judicial Circuit Court of the State of Michigan, County of Wayne, and each party irrevocably submits to the exclusive jurisdiction of such court in any such suit, action, or proceeding.
- C. If a court of competent jurisdiction finds a term, condition, or provision of this Contract to be illegal or invalid, then the term, condition, or provision shall be deemed severed from this Contract. All other terms, conditions, and provisions of this Contract shall remain in full force and effect.
- D. Absent a written waiver, no act, failure, or delay by a party to pursue or enforce any right or remedy under this Contract shall constitute a waiver of that right or remedy.
- E. A party's exercise of any remedy shall not preclude the exercise of any other remedies, all of which shall be cumulative. A party shall have the right, at its sole discretion, to determine which remedies are to be exercised and in which order.



## **Exhibit A: Terms and Conditions**

- F. This Contract does not, and is not intended to impair, divest, delegate, or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, or immunity of DESC SUBRECIPIENT.
- G. SUBRECIPIENT shall not charge any program participant a fee as a condition of enrollment, employment, or the provision of any services under this Contract.
- H. No program participant shall be required to join a union as a condition for enrollment in a program in which only institutional training is provided, unless such training involves individuals employed under a collective bargaining agreement.
- I. No program participant may be placed or remain working in any position made vacant because of a labor dispute.
- J. Contract funds may not be used to assist, promote, or deter union organizing.
- K. SUBRECIPIENT shall not provide financial assistance for any program or utilize any subsidized work or training site that involves political activities, or that requires participation in religious activities.
- L. Participants shall not be placed in training or into subsidized work involving the construction, operation, or maintenance of any facility that is used or is to be used for sectarian instruction or as a place for religious worship.



## **Exhibit D: Equal Opportunity Policy Statement**

### **THIS POLICY APPLIES TO ALL PROGRAMS ADMINISTERED BY THE WORKFORCE DEVELOPMENT AGENCY STATE OF MICHIGAN**

It is the policy of the State of Michigan to assure that equal opportunity will be provided 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.

All recipients of financial assistance are required to 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 religion, race, color, national origin, age, sex, height, weight, marital status, arrest record, disability, or other non-merit factors.

This policy applies to all programs administered by the state, subrecipients, sub-grantees, contractors, and subcontractors. 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 is 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 subrecipients, sub-grantees, and contractors to comply with this policy will jeopardize initial, continued, or renewed funding under federal and state-funded programs.

The Workforce Innovation and Opportunity Act (WIOA) further requires for all programs receiving financial assistance under Title I of the WIOA the following assurance:

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

Section 188 of the WIOA of 2014, 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 WIOA 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





## **Exhibit D: Equal Opportunity Policy Statement**

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 applicant's operation of the WIOA Title I-financially assisted program or activity, and to all agreements the grant applicant makes to carry out the WIOA Title I-financially assisted program activity. The grant applicant understands that the United States has the right to seek judicial enforcement of this assurance.



**Exhibit E: Acknowledgement of Receipt of  
Discrimination Policy and Complaint Procedure  
Non-Discrimination Complaint and Grievance Policy  
Conflict of Interest / Nepotism Policy  
Participant Received Property and Supplies Management Policy**

**Contract Agreement Title:**

I acknowledge receipt of and agree to follow the Detroit Employment Solutions Corporation's:

- 1) Discrimination Policy and Complaint Procedure (Exhibit E-1)
- 2) Non-Discrimination Complaint & Grievance Procedure (Exhibit E-4)
- 3) Conflict of Interest / Nepotism Policy (Exhibit E-6)
- 4) Participant Received Property and Supplies Management Policy (Exhibit F-1)

**For SUBRECIPIENT:**

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Signature

Date

{ AUTHORIZED SIGNER }

{ AUTHORIZED SIGNER TITLE }



## **Exhibit E-1: Discrimination Policy and Complaint Procedure**

### **DETROIT EMPLOYMENT SOLUTIONS CORPORATION A MICHIGAN WORKS! AGENCY**

#### **DISCRIMINATION POLICY AND COMPLAINT PROCEDURE**

LEO PI 18-09 and 29 CFR 38, et seq.  
DESC EO 2018-002

**SCOPE:** The purpose of this policy is to establish Detroit Employment Solutions Corporation's (DESC's) zero tolerance for discrimination and harassment and establish a process for filing discrimination complaints for participants, subgrantees, subcontractors, service providers, employees, One-Stop partners, providers of training services, and other interested parties. This policy also establishes a process for appeals filed by local grant recipients to the Department of Labor and Economic Opportunity (LEO) regarding monitoring findings/issues and other matters.

DESC reserves the right to modify this policy in whole or in part, at any time, at the direction of DESC's leadership.

**BACKGROUND:** Detroit Employment Solutions Corporation and its service providers are responsible for developing, maintaining and making available to participants, and other interested parties, the discrimination policy and complaint procedure, consistent with the Federal and State written policies, which involve the Workforce Innovative and Opportunity Act (WIOA); Temporary Assistance to Needy Families (TANF); Partnership. Accountability. Training and Hope (PATH); Food Assistance Employment and Training (FAE&T); Reed Act; Trade Adjustment Act (TAA) (except requests for redeterminations); and State of Michigan General Fund/General Purpose (GF/GP); and Statewide (SW) as well as other grant funded programs administered by the LEO.

**POLICY:** The Detroit Employment Solutions Corporation (DESC), a Michigan Works! Agency and its service providers shall not discriminate against members of the public based on race, color, religion, sex, (including but not limited to, pregnancy, childbirth and related medical conditions, transgender status and gender identity), national origin (including limited English proficiency [LEP]), age, disability, or political affiliation or belief, or, for beneficiaries, applicants and participants only, on the basis of citizenship or participation in any WIOA Title I-financially assisted program or activity, 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 WIOA Title I-financially assisted program or activity.

DESC's policy is communicated in the following ways:

- **Partnerships** – included in a Memorandum of Understanding (MOU) or other signed agreement with the current DESC Grievance and Complaint Policy and Procedure attached;
- **Service Providers** – included in the contract language with the current DESC Grievance and Complaint Policy and Procedure attached to the contract.
- **OJT Employers** – included in the contract language with the current DESC Grievance and Complaint Policy and Procedure attached to the contract.
- **Other Interested Parties** – instructions for obtaining a current copy of DESC Grievance and Complaint

DISCRIMINATION POLICY AND COMPLAINT PROCEDURE  
LEO PI 18-09 and 29 CFR 38, et seq.  
DESC EO 2018-002

Policy and Procedure will be posed in all One-Stop Service Center locations in areas that are accessible by the public. Hard or electronic copies are available to the public upon request.

DESC and its service providers shall conduct their activities using safeguards to prevent discrimination and promote employment opportunities for all job-seekers. While DESC cannot guarantee that service providers will ultimately avoid liability under laws described herein by following this policy, this policy represents practical steps to aid compliance with the law.

DESC and its service providers should refrain from screening and refusing to make referrals due to any criteria that may have a disparate impact upon a protected class and is not job related and consistent with business necessity. Such criteria may include, but is not limited to, a job seeker's:

1. Criminal history or arrest record;
2. Job skills assessment scores;
3. Medical or personality tests;
4. Credit history;
5. Ability to present proof of United States citizenship; and
6. Degree or licensing requirements.

If an employer requests that DESC or a service provider screen or refuse to make referrals to that employer based upon any criteria that may have a disparate impact upon a protected class, DESC or the service provider is directed to consult with the requesting employer to ensure that such requirements are job related and consistent with business necessity.

All DESC service providers will distribute copies of DESC's Discrimination Policy and Complaint and Procedure, DESC Grievance and Complaint Policy and Procedure, Zero Tolerance on Sexual and other Forms of Harassment Policy, as well as the Equal Opportunity is the Law document at Orientation sessions. Participants must sign and date documentation acknowledging receipt of, and agreement to follow the discrimination, complaint and grievance policies and procedures outlined in these policies.

For individuals with Limited English Proficiency (LEP), the Discrimination Policy and Complaint Procedure will need to be translated into their primary language. Complaints of discrimination filed by LEP customers, unless filed by the complainant's authorized representative as established in DESC's Providing Access to Services for Individuals with Limited English Proficiency (LEP), are to be submitted by the complainant in writing in his/her primary language. All subsequent interaction and communications with the complainant must be conducted in accordance with protocols established in DESC's language assistance plan and in a manner, which ensures that the complainant can understand and effectively participate in all phases of the discrimination policy and complaint process.

DESC's signed Acknowledgement form and related documents shall be maintained and accessible for review by LEO.

**NOTICE AND COMMUNICATION REQUIREMENTS:** DESC's Discrimination Policy and Complaint Procedure must be posted in public areas and where administration and program services are provided and must be accessible to persons with disabilities or other barriers, as required by law.

All recipients must provide initial and continuous notice of equal opportunity to the following parties:

DISCRIMINATION POLICY AND COMPLAINT PROCEDURE  
LEO PI 18-09 and 29 CFR 38, et seq.  
DESC EO 2018-002

- Registrants, applicants and eligible applicants/registrants;
- Participants;
- Applicants for employment and employees;
- Unions or professional organizations that hold collective bargaining or professional agreements with the recipient;
- Subrecipients that receive WIOA Title I financial assistance from the recipient; and
- Members of the public, including those with impaired vision or hearing and those with limited English proficiency.

**POSTING:** DESC and its service providers must assure that a general statement of discrimination is:

- Disseminated in internal memorandum and other written communications;
- Included in handbooks and manuals;
- Included on all recruitment brochures, media messages, and other materials distributed to the public to describe agency programs, activities, and participation requirements.
- Posted on internet sites and other electronic communication networks; and
- Referenced on all employment documentation.

**EQUAL OPPORTUNITY (EO) COMPLIANCE:** Where space permits, it is recommended that recipients use an appropriate full statement of EO Compliance and are expected to post DESC's Equal Opportunity Policy in complying with the agreement. Where space is limited on program promotion and other selected agency publications, the notice requirement may be met through EO taglines stating that the agency is an:

- "Equal Opportunity employer/program", and that
- "Auxiliary aids and services are available upon request to individuals with disabilities." Documents

that must carry an EO notice or the tagline(s), as appropriate, include, but are not limited to:

- Agency Letterhead
- Request for Proposals
- Brochures and Pamphlets
- Meeting Notices
- Customer Program Application Forms
- Employment Application Forms
- Participant/Employee Recruitment Materials
- PowerPoint Presentations used for Public Presentations
- Messages/Broadcasts and
- Other routine agency communications ordinarily released to the general public

**APPLICABILITY:** This policy extends to any individual or beneficiary participating in the Workforce Innovation and Opportunity Act (WIOA); Temporary Assistance for Needy Families (TANF); Partnership. Accountability. Training. and Hope (PATH); Food Assistance Employment and Training (FAE&T); Wagner Peyser; Trade Adjustment Act (TAA) (except requests for re-determinations); and State of Michigan General Fund/General Purpose (GF/GP) and Statewide (SW) as well as other grant funded programs administered by the LEO.

**DISCRIMINATION PROHIBITED BASED ON DISABILITY:** A "qualified individual with a disability" is defined, with respect to employment, as an individual who satisfies the requisite skill, experience, education, and

DISCRIMINATION POLICY AND COMPLAINT PROCEDURE  
LEO PI 18-09 and 29 CFR 38, et seq.  
DESC EO 2018-002

other job-related requirements of the employment position such individual holds or desires, and who, with or without reasonable accommodation, can perform the essential functions of such position.

A “qualified individual with a disability” is defined, with respect to aid, benefits, service or training, as an individual who, with or without auxiliary aids and services, reasonable accommodations, and/or reasonable modifications in policies, practices and procedures, meets the essential eligibility requirements for the receipt of such aid, benefits, services or training.

In providing any aid, benefit, service, or training under a WIOA Title I-financially assisted program or activity, a recipient must not, on the basis of disability:

- Deny a qualified individual with a disability the opportunity to participate in or benefit from the aid, benefit, service or training, including meaningful opportunities to seek employment.
- Afford a qualified individual with a disability an opportunity to participate in or benefit from the aid, benefits, services or training that is not equal to that afforded to others.
- Provide a qualified individual with a disability with any aid, benefit, service or training that is not as effective in affording equal opportunity to obtain the same result, to obtain the same benefit, or to reach the same level of achievement as that provided to others.
- Provide different, segregated, or separate aid, benefit, service or training to individuals with disabilities, or to any class of individuals with disabilities, unless such action is necessary to provide qualified individuals with disabilities equally effective assistance as provided to others.
- Deny a qualified individual with a disability the opportunity to participate as a member of planning or advisory boards; or
- Otherwise limit a qualified individual with a disability in employment any right, privilege, advantage, or opportunity enjoyed by others receiving aid, benefit, service or training.
- Recipients are not required to provide any of the following to individuals:
  - Personal services, such as wheelchairs;
  - Individually prescribed devices, such as prescription eyeglasses or hearing aids;
  - Readers or personal use or study, or
  - Services of a personal nature, including assistance in eating, toileting, and dressing.

**ACCESSIBILITY REQUIREMENTS:** No qualified individual with a disability may be excluded from participation in, or be denied the benefits of a recipient’s service, program, or activity or be subjected to discrimination by any recipient because a recipient’s facilities are inaccessible or unusable by individuals with disabilities.

All WIOA Title I-financially assisted programs and activities must be programmatically accessible, which includes providing reasonable accommodations for individuals with disabilities, making reasonable modifications to policies, practices, and procedures, administering programs in the most integrated setting appropriate, communicating with persons with disabilities as effectively as with others, and providing appropriate auxiliary aids or services, including assistive technology devices and services, where necessary to afford individuals with disabilities an equal opportunity to participate in, and enjoy the benefits of, the program or activity.

DISCRIMINATION POLICY AND COMPLAINT PROCEDURE  
LEO PI 18-09 and 29 CFR 38, et seq.  
DESC EO 2018-002

**DISCRIMINATION PROHIBITED BASED ON LIMITED ENGLISH PROFICIENCY (LEP):** A recipient must take reasonable steps to ensure meaningful access to each LEP individual to ensure they are able to participate in the program or activity. These steps may include, but are not limited to, an assessment of LEP individuals to determine assistance needs, providing oral interpretations or written translation of materials and outreach to LEP communities to improve service delivery.

Any language assistance services, whether oral interpretation or written translation, must be accurate, provided in a timely manner and free of charge. Language assistance will be considered timely when it is provided at a place and time that ensures equal access and avoids the delay or denial of any aid, benefit, service, or training at issue.

For languages spoken by a significant number or portion of the population eligible to be served, or likely to be encountered, a recipient must translate vital information in written materials into these languages and make the translations readily available in hard copy, upon request, or electronically. Written training materials offered or used within employment-related training programs are excluded from these translation requirements; however, recipients must take reasonable steps to ensure meaningful access. Recipients must also include a “Babel notice,” indicating that language assistance is available, in all communications or vital information.

**WHO MAY FILE A DISCRIMINATION COMPLAINT:** Any person or their representative may file a written complaint if they are being discriminated against on any covered basis or if they have been or are being retaliated against.

**TIME LIMIT:** A written complaint must be filed within one hundred eighty (180) days of the alleged discrimination or retaliation.

**WHERE TO FILE:** Complaint’s may be filed with the Detroit Employment Solutions Corporation’s Equal Opportunity Officer, or the Director of Civil Rights Center (CRC). If a complaint is filed directly with the CRC Director, the Director may extend the 180-day filing time for good cause shown. The complete addresses are as follows:

Detroit Employment Solutions Corporation Robert Shimkoski Jr. EO Officer 115 Erskine, 2nd Floor Detroit, MI 48201 Telephone: (313) 628-2207 Fax: (313) 628-2272 TTY: 711	Director Civil Rights Center U.S. Department of Labor Room N-4123 200 Constitution Avenue, NW Washington, D.C. 20210
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DISCRIMINATION POLICY AND COMPLAINT PROCEDURE  
LEO PI 18-09 and 29 CFR 38, et seq.  
DESC EO 2018-002

**COMPLAINT CONTENT:** A complainant or his/her authorized representative may file a complaint by completing and submitting the attached Complaint Information form (CIF). However, the complainant may submit his/her written complaint without using the CIF. The complaint must contain the following information.

- a. The complainant's name, mailing address, and if, available, email address (or other means of contacting the complainant).
- b. The identity of the respondent (the individual or the entity that the complainant alleges is responsible for the discrimination).
- c. A description of the complainant's allegations which includes enough detail to determine if:
  - a. The responsive agency has jurisdiction over the complaint;
  - b. The complaint was filed in time, and;
  - c. The complaint has apparent merit.
- d. The written or electronic signature of the complainant or the complainant's representative.

**COMPLAINT PROCESSING PROCEDURES:** The EO Officer will review the complaint issue(s) within ten (10) days of receipt of the complaint. If the EO Officer is not able to complete the review within ten (10) days, the complainant will be notified of the need to extend the review period. The letter of notification shall indicate that the EO Officer is in the process of reviewing the issue(s) raised in the complaint and shall specify a date by which the complainant will be notified of the EO Officer's determination.

Upon receipt of the complaint, the EO Officer will send an initial written notice to the complainant that shall include the following information:

- a. An acknowledgement that the recipient has received the complaint;
- b. Notice that the complainant has the right to be represented in the complaint process;
- c. Notice the rights contained in 29 CFR 38.35 [EO Notice];
- d. Notice that the complainant has the right to request and receive, at no cost, auxiliary aids, and services, language assistance services, and that this notice will be translated into the non-English languages.

If the EO Officer has jurisdiction of the complaint, the EO Officer will send an acknowledgement that shall include the following information:

- a. A list of the issues raised in the complaint; and
- b. For each issue raised, a statement whether the recipient will accept the issue for investigation or reject the issue, and the reason for each rejection.

If the EO Officer **does not have jurisdiction** over the complaint, the EO Officer must notify the complainant in writing within five (5) business days of making such a determination. The Notice of Lack of Jurisdiction letter must include the following information:

- a. A statement of the reasons for the determination of no jurisdiction; and
- b. Notification that complainant has a right to file a complaint with the CRC within thirty (30) days of the date on which he/she received Notice.

DISCRIMINATION POLICY AND COMPLAINT PROCEDURE  
LEO PI 18-09 and 29 CFR 38, et seq.  
DESC EO 2018-002

**ALTERNATIVE DISPUTE RESOLUTION:** The EO Officer will provide the complainant with an opportunity to choose either the Alternative Dispute Resolution/Mediation (ADR) or the Investigative Fact- Finding method to resolve his/her complaint. The choice as to whether DESC uses the ADR or Fact- Finding process in resolving a discrimination complaint, is the decision of the complainant. The EO Officer, in facilitating the ADR process, shall:

- a. Notify the complainant of his/her right to choose whether to use the ADR or the Investigative Fact- Finding procedure.
- b. Notify the complainant that he/she has seven (7) calendar days to make a selection. After receipt of the complainant's selection, the EO Officer will notify the respondent(s) identified in the complaint. The notice shall provide:
  - a. A summary of the complaint and the method by which the EO Officer will seek to resolve the dispute; and
  - b. Notification that any form of retaliation is prohibited.
- c. The complainant may attempt ADR at any time after the complaint is filed, but before the Notice of Final Action has been issued.
- d. Inform all parties that confidentiality will be maintained and information to third parties shall be provided only on a need-to-know basis.
- e. Inform the parties, when appropriate, that the EO Officer will schedule/refer the complaint to ADR in accordance with local procedures.
- f. When ADR results in the negotiation of a settlement agreement between the parties, a confidential statement of agreement shall be developed as part of the mediation session and shall be signed by all concerned parties. The EO Officer will issue a Notice of Final Action after receiving notification of the settlement agreement. The Notice of Final Action shall include:
  - a. A description of the way the parties resolved the issue; and
  - b. A statement, reminding the parties of options available in the event there is a breach of the negotiated agreements.
- g. A party to any agreement reached under ADR may notify the CRC Director in the event the agreement is breached. In such circumstances, the following rules will apply:
  - a. The non-breaching party may notify the Director within 30 days of the date on which the non-breaching party learns of the alleged breach; and
  - b. The Director must evaluate the circumstances to determine whether the agreement has been breached. If the Director determines that the agreement has been breached, the complaint will be reinstated and processed in accordance with the recipient's procedures.
- h. If the CRC Director determines that the ADR agreement was breached, the complainant may file his/her complaint with the CRC based upon his/her original allegation(s), and the CRC Director will waive the time deadline for filing the complaint.

DISCRIMINATION POLICY AND COMPLAINT PROCEDURE  
LEO PI 18-09 and 29 CFR 38, et seq.  
DESC EO 2018-002

- i. If the parties do not reach an agreement under ADR, the complainant may file a complaint with the Director of the CRC.

**INVESTIGATIVE PROCEDURE:** Should the complainant elect to have his/her complaint resolved using the Investigative Fact-Finding Process, the EO Officer will conduct the investigation in accordance with local procedures, that shall include, but are not limited to the following:

- An initial interview session with the complainant to gather facts and clarify information regarding the allegation(s);
- An explanation of the reasons underlying each decision;
- Notification of the successive steps that may be available, after State remedies are exhausted, by filing with the CRC.

**COMPLAINT RESOLUTION:** At the conclusion of the investigative process, the EO Officer will issue his/her findings as a Notice of Final Action. The Notice of Final Action must be issued within ninety (90) days of the receipt of the complaint. The Notice of Final Action shall include for each issue raised in the complaint:

- The decision on each issue accepted for investigation;
- An explanation of the reasons underlying each decision;
- A description of the way the parties resolved the issue; and
- Notice that the complainant has the right to file a complaint with the CRC within thirty (30) days of the date on which the Notice of Final Action is received if the complainant is dissatisfied with the recipient's final action.

**APPEAL RIGHTS REVIEW:** If the complaint is not resolved within ninety (90) days, or if the complainant wishes to appeal the local decision, the complaint may be filed with the Civil Rights Center. To be eligible for review, the complaint must be filed within ten (10) days of receipt of the Notice of Final Action. The request should include:

- A signed statement of the issue(s) that remain in dispute or an explanation of why the complainant is dissatisfied with the Local EO Officer's resolution; and
- The scope of any alternative remedy that may be proposed

**SIGNATURES CONTAINED ON NEXT PAGE**

DISCRIMINATION POLICY AND COMPLAINT PROCEDURE  
LEO PI 18-09 and 29 CFR 38, et seq.  
DESC EO 2018-002

SIGNATURES CONTAINED FROM PREVIOUS PAGE

TO BE FILLED OUT BY THE INDIVIDUAL/ENTITY INVOLVED IN PROGRAM ACTIVITIES

I have read, and I understand the Discrimination Policy and Complaint Procedures outlined above:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_, Michigan Zip code: \_\_\_\_\_

Phone #: \_\_\_\_\_ / Alternate Phone #: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

TO BE FILLED OUT BY THE CONTRACTOR PROVIDING PROGRAM ACTIVITIES

It is understood that a copy of this signed form shall remain on file for at least two years for auditing purposes:

Name of Authorized MWA Service Provider: \_\_\_\_\_

Name of Representative: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

A complete copy of the Federal and State regulations governing the Discrimination Policy and Complaint Procedure is available for review at the Detroit Employment Solutions Corporation, EO Officer, 115 Erskine, 2nd Floor, Detroit, MI 48201.

cc: Individual/Entity Individual/Entity's  
File



## **Exhibit E-2: Employee Complaint Grievance Procedure for Displacement of Public Employee**

### **DETROIT EMPLOYMENT SOLUTIONS CORPORATION A MICHIGAN WORKS! AGENCY**

#### **EMPLOYEE COMPLAINT GRIEVANCE PROCEDURE FOR DISPLACEMENT OF PUBLIC EMPLOYEE EO #2018-013**

**Policy:** Under the federal law any employee of an employer at which a Workforce Innovation and Opportunity Act (WIOA); Temporary Assistance for Needy Families (TANF); Partnership. Accountability. Training. Hope (PATH); Food Assistance Employment and Training (FAE&T); Wagner Peyser; Trade Adjustment Act (TAA) (except requests for re- determinations); and State of Michigan General Fund/General Purpose (GF/GP) and Statewide (SW) as well as other grant funded programs administered by the Labor and Economic Opportunity-Workforce Development (LEO-WD), State of Michigan, or other grant program placed for the purpose of employment, work experience, or on-the-job training has the right to file a grievance or complaint of unlawful displacement resulting from said placement. Placement of a program participant is prohibited under the following circumstances:

1. When any other individual is on layoff from the same or any substantially equivalent job within the same organizational unit.
2. If the employer has terminated the employment of any regular, unsubsidized employee or otherwise caused an involuntary reduction in its workforce with the intention of filling the vacancy so created with the participant.
3. If the employer has caused an involuntary reduction to less than full time in hours of any employee in the same or substantially equivalent job within the same organizational unit.
4. When the placement would entail creation of a job in a promotional line that would infringe in any way upon the promotional opportunities of currently employed individuals.

#### **General Information**

**Time Limit:** You must file your complaint or grievance within one (1) year of date of the incident or matter involving unlawful displacement from said placement, which is causing you to complain or grieve.

**Informational Procedures:** The steps for the Non-Discrimination Complaint Procedure are as follow:

#### **Step 1: At the Contractor or Agency Providing Services:**

##### **A. Informal Resolution**

Efforts should be made to resolve complaints informally at the contractor or agency level. All complaints should be directed and submitted to the Equal Opportunity Liaison or Alternate Equal Opportunity of the service provider for which you are employed. Contact your Human Resources Manager to determine the name of the EO Liaison or Alternate for your assigned service provider or agency. Request a meeting with the EO Liaison or Alternate to describe the specific nature of your complaint.

If you have a complaint regarding the terms and conditions of your employment, work activity, or if you are alleging a labor standards violation that is subject to a binding arbitration procedure, you should first follow the

EMPLOYEE COMPLAINT GRIEVANCE PROCEDURE FOR  
DISPLACEMENT OF PUBLIC EMPLOYEE  
EO #2018-013

complaint procedures established at your employer or work site. If you are also not satisfied with the response from the referring agency or the processing of your complaint under section 1a, then see section 1b.

**B. At Detroit Employment Solutions Corporation.**

You must prepare your grievance and provide the following information:

- 1) Your full name, telephone (if any), and address.
- 2) Full name and address of the person or agency you are complaining about, or other information sufficient to identify the person or agency.
- 3) Clear and concise statement of facts, as you see them, including pertinent dates, involved in our complaint.
- 4) Provision of the Act, regulations, grant, contract, or other agreement under the Act you believe has been violated.
- 5) The relief you are seeking.

Your statement can be delivered to the Complaint/Grievance Officer in person or via US Mail.

**Detroit Employment Solutions Corporation**

EO Officer  
115 Erskine, Second Floor  
Detroit, MI 48201  
Telephone: (313) 628-2207  
Fax: (313) 628-2272  
TTY: 711

At your request, assistance with your statement will be provided Monday through Friday, between the hours of 9:00 am and 5:00 pm.

If the Detroit Employment Solutions Corporation (DESC) determines that your grievance lacks merit in that fails to state a cause of action for which relief can be granted, your grievance will be dismissed, and a written statement will be provided to you that explains the dismissal and informs you of the right to appeal to the LEO-WD.

If DESC determines that your grievance has merit, a hearing shall be conducted within 30 days of the date your written grievance was filed with the Corporation. You shall be provided written notice of the date, time, and place of the hearing was less than 10 days prior to the hearing. At the hearing you will have the opportunity to present evidence, including witnesses. Within a maximum of 60 days of filing the complaint at the local level (which includes both the contractor/agency and DESC). You must receive a written decision, which will include the following:

- 1) Date, time, and place of the hearing (if held).
- 2) Names and addresses of the complaint and respondent.
- 3) Names and addresses of all the witnesses called by the parties.
- 4) Information sufficient to identify all evidence presented.
- 5) A reiteration of the issues raised.
- 6) A determination of the facts.
- 7) An analysis of the issues as they relate to the facts.
- 8) A decision addressing each issue.

EMPLOYEE COMPLAINT GRIEVANCE PROCEDURE FOR  
DISPLACEMENT OF PUBLIC EMPLOYEE  
EO #2018-013

- 9) Notification of the right of, and procedure for, review by the Talent Investment Agency, State of Michigan.

**Step 2: At the State of Michigan, Labor and Economic Opportunity-Workforce Development (LEO-WD):**

If the grievance has been dismissed or the complainant has not received a decision within the time prescribed, included extensions, or if he/she is not satisfied with the decision, the complainant has right to a review by the LEO-WD, provided the following two conditions have been met:

- A. The complainant must complete all complaint procedures established by the Detroit Employment Solutions Corporations, as indicated in Section 1b above.
- B. A local level grievance decision may be appealed, in writing, to the LEO-WD Internal Audit and Monitoring Division. The appeal must be filed 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 issued at Step 1.
  - 1. All appeals of a local level grievance decision shall be submitted to:

**Labor and Economic Opportunity-Workforce Development**

Executive Office Victor Office Building  
201 N. Washington Square, 5th Floor Lansing, MI 48913

- 2. All appeals shall contain, to the extent practicable, the following information:
  - a) The full name, address, and telephone number of the party/parties filing the appeal,
  - b) The full name address, and telephone number (if any) or the party/parties against whom the grievance is made,
  - c) A clear and concise statement of the facts, as alleged, including the pertinent dates, constituting the alleged violation,
  - d) The provision of the act, regulations, grant, contract, or other agreements under the act believed to have been violated; and
  - e) The relief requested.

The LEO-WD may conduct a hearing. If a hearing will be conducted, the complainant will be provided written notice of date, time, and place not less than ten days prior to the hearing date and given the opportunity to present evidence, including witnesses. The hearing notice shall indicate the nature of the violation the hearing covers.

For an appeal of a WIOA-related decision, a hearing will be held.

- A. If a hearing is not to be held, both parties to the appeals will be notified within 10 days of receipt of the grievance. Both parties to the appeal will be given the opportunity to submit additional relevant information and/or documentation pertaining to the appeal.
- B. If a hearing on an appeal is to be held, it shall be conducted within 30 calendar days of the filing of the appeal and a written decision shall be issued not later than 60 calendar days after the filing of the appeal.
- C. A written decision shall include the following:
  - 1. Date, time, and place of hearing (if held);
  - 2. Names and addresses of all witnesses called by the parties;
  - 3. Name and address of the grievant;
  - 4. Name and address of the party against whom the grievance is made;
  - 5. Information sufficient to identify all evidence passed;



EMPLOYEE COMPLAINT GRIEVANCE PROCEDURE FOR  
DISPLACEMENT OF PUBLIC EMPLOYEE  
EO #2018-013

6. A reiteration of the issues raised;
7. A determination of the facts;
8. An analysis of the issues as they related to the facts; and
9. A decision addressing each issue.

**Step 3: At the US Department of Labor:**

In general, a decision of the LEO-WD Internal Audit and Monitoring division is final. However, if a decision is not issued by the due date, a WIOA related appeal may be reviewed by the Secretary of the US Department of Labor (USDOL). A WIOA related decision may be appealed by the adversely affected party to the USDOL within 60 calendar days of receipt of the LEO-WD Internal Audit and Monitoring Division decision.

Under WIOA,

- A. Appeals of the denial of automatic or temporary and subsequent designations as a local workforce development area may be filed with the Michigan Future Talent Council (MFTC).
- B. If the appeal to the Michigan Future Talent Council (MFTC) does not result in a designation as a local workforce investment area, the appellant may request review by the Secretary of the USDOL.



## **Exhibit E-3: Zero Tolerance for Sexual Harassment or Other Forms of Harassment Policy**

### **DETROIT EMPLOYMENT SOLUTIONS CORPORATION A MICHIGAN WORKS! AGENCY**

#### **ZERO TOLERANCE FOR SEXUAL HARASSMENT OR OTHER FORMS OF HARASSMENT POLICY** **EO #2018-008**

**SCOPE OR PURPOSE:** The purpose of this policy is to establish Detroit Employment Solutions Corporation's (DESC) zero tolerance of all forms of harassment and in particular sexual harassment against its employees, service providers and customers.

**BACKGROUND:** Sexual Harassment is a form of unlawful discrimination that violates Title VII of the Civil Rights Act of 1964, as amended, Title IX, Education Amendments, 1972, State of Michigan Elliott- Larson Civil Rights Act of 1976, and 29 CFR Part 1604 as well as other rules and regulations issued by federal, state and local agencies. In keeping, sexual and other types of harassment are extremely sensitive issues, DESC and its service providers have an ethical, professional and legal obligation to maintain work, training, business and learning environments that are free of sexual and other forms of harassment and make good faith efforts to prevent the harassment of service providers, employees, customers, participants and others who access workforce development programs, services and activities.

**POLICY:** It is DESC's policy to treat all employees, customers, partners and program participants with dignity and respect. DESC maintains zero tolerance for sexual harassment both within the administrative organizations and within its agencies with whom we contract for the delivery of workforce and related training and services. It is DESC's policy that every person has the right to be treated with dignity and respect and to be free from all forms of harassment.

Sexual harassment is defined as:

*"Unwelcome sexual advances, requests for sexual favors, and other verbal and/or physical conduct of a sexual nature constitute harassment when:*

- *submitting to such conduct is made either explicitly or implicitly a term or condition of an individual's employment or participation in a program, activity or service; or*
- *submitting to or rejecting such conduct is used as a basis for decisions affecting an individual status as an employee or participant in a program, activity or service; or*
- *such conduct has the purpose or effect of unreasonably interfering with an individual's performance as an employee or a participant in a program, activity or service; or*
- *creating an intimidating, hostile or offensive work, training, business or learning environment.*

ZERO TOLERANCE FOR SEXUAL HARASSMENT OR  
OTHER FORMS OF HARASSMENT POLICY  
EO #2018-008

It is essential to emphasize that sexual harassment refers to conduct which is unwanted and unwelcome to the recipient. As this is the key factor that distinguished it from friendly, flirtatious or other relations that are freely and mutually entered into, it is important that an individual who believes that she/he is the victim of sexual harassment clearly communicates this (either directly or through a third party) to the person(s) engaging in the unwanted and unwelcomed behavior.

As an employee, participant, customer or visitor, you have the right not to be subjected to any physical, verbal, or non-verbal conduct of a sexual nature while on any of DESC's Service Centers or training facilities or property.

Some examples of physical conduct of a sexual nature include, but are not limited to, touching patting, pinching or any other unsolicited physical contact.

Verbal conduct of a sexual nature may include unwelcome verbal advances, sexually oriented comments about physical appearance, requests for sexual favors and continued suggestions for private social activity after it has been made clear that such requests and suggestions are unwelcome. Offensive verbal conduct could also include jokes of a sexual nature, offensive flirtation, lewd remarks or comments on a person's sexual orientation.

Non-verbal conduct of a sexual nature may include the display of sexually suggestive pictures, objects or written materials, (including texting, emailing or otherwise communicating inappropriate sexual messages), accessing and sharing of pornographic or other inappropriate websites and sexually suggestive gestures.

### **Reporting Sexual Harassment**

An individual who believes that he or she has been, or is being harassed, should make personal notes of the relevant event(s) as soon as possible after the incident(s) has (have) occurred, noting date(s), place(s), a short description of what happened and the names of witnesses and/or of any third parties to whom the incident might have been mentioned. That individual who believes this Policy has been violated, should as stated above, immediately (1) identify the offensive behavior to the alleged harasser and request that it stop. However, if the individual feels uncomfortable taking such action, they may report the matter to their Human Resource Department, Service Center EO Liaison or DESC's Equal Opportunity Officer.

Attempts will be made first to resolve the matter through an informal conflict resolution process. However, failure to come to resolution will result in engaging in a formal process. **(See DESC's Discrimination Policy and Complaint Procedure).**

DESC is committed to taking quick and decisive measures concerning complaints. When the investigation confirms a violation of this Policy, appropriate corrective action will be taken, up to and including termination of employment for any employee violating this policy, or suspension of services for any participant violating this Policy. DESC will treat complaints confidentially and release information only to individuals who need to know, although enforcement of this Policy is paramount.

DESC will not tolerate any retaliation against any individual or supporting third party who brings a good faith complaint to our attention; even if the investigation shows that no harassment or retaliation occurred. Any individual

ZERO TOLERANCE FOR SEXUAL HARASSMENT OR  
OTHER FORMS OF HARASSMENT POLICY  
EO #2018-008

who believes retaliation has occurred must immediately report the conduct through the identified reporting mechanisms described above.

All DESC service providers will distribute copies of DESC's: Discrimination Complaint and Grievance Policy, Non-Discrimination Complaint and Grievance Policy, Zero Tolerance on Sexual and other Forms of Harassment Policy, as well as Equal Opportunity is the Law Document at Orientation sessions. Participants must sign and date documentation acknowledging receipt of, and agreement to follow the discrimination, complaint and grievance procedures outlined in these policies.

DESC's developed discrimination, complaint and grievance policies, procedures, signed acknowledgements, and related documentation shall be maintained and accessible for review by the WDA.

The DESC Discrimination Policy and Complaint Procedure will be maintained for review. Grievance procedures must be posted in areas where administration and program services are provided and must be accessible to persons with disabilities or other barriers, as required by law. Service Providers will distribute a copy of DESC's Discrimination Policy and Complaint Procedure both at Orientation sessions. They also must post for the General Public how and where to obtain a copy of the Discrimination Policy and Complaint Producer, should they not have participated in an Orientation, or lost their copy of the policy since Orientation.

In addition to displaying the posters, DESC and their service providers must assure that a general statement of nondiscrimination is:

- Disseminated in internal memoranda and other written communications;
- Included in handbooks and manuals;
- Included on all recruitment brochures, media messages, and other materials distributed to the public to describe agency programs, activities and/or participation requirements;
- Posted on internet sites and other electronic communication networks; and
- Referenced on all employment documentation.

Questions regarding this or any other DESC Equal Opportunity related policies may be directed to:

**Detroit Employment Solutions Corporation**  
Equal Opportunity Officer  
115 Erskine, Second Floor  
Detroit, Michigan 48201  
Office: (313) 628-2207  
TTY: 711

In accordance with the Americans with Disabilities Act, the information contained in this policy will be made available in alternative format (large type, audio tape, etc.) upon request to this office.



## Exhibit E-4: Grievance and Complaint Policy and Procedure (Non-Discrimination)

Policy No. EO 2019-01	
<b>Name:</b> Grievance and Complaint Policy and Procedure (Non-Discrimination)	<b>Policy Category:</b> Program Policy
<b>Related Federal or State Policy:</b> Workforce Innovation and Opportunity Act (WIOA) of 2014; WIOA Final Rule, 20 CRF Part 603, 651, 652, et al; LEO PI 11-37, c2; 29 CFR et seq.	<b>Effective Date:</b> December 31, 2018 <b>Expiration Date:</b> Continuous <b>Reviewed Date:</b> March 30, 2020
<b>Subject:</b> Grievance and Complaint	<b>Unit Responsible for Review:</b> Program and Service Innovation
<b>Procedures:</b> Filing a complaint and informal resolution and formal hearing	<b>Related DESC Policies:</b> Discrimination Policy and Complaint Procedures

### SCOPE

The purpose of this policy is to establish Detroit Employment Solutions Corporation's (DESC's) process for local-level grievances and complaints filed by participants, subgrantees, subcontractors, service providers, employees, One-Stop partners, providers of training services, and other interested parties. This policy also establishes a process for appeals filed by DESC regarding non-designation of a local area, monitoring findings, incident report findings, single audit resolution findings, single audit resolution findings/issues, and other matters. to the Michigan Department of Labor and Economic Opportunity (LEO) regarding monitoring findings/issues and other matters.

The hearing procedures in this policy reflect requirements of federal and state law and are not contested case procedures under the Administrative Procedures Act of 1969 (Public Act 306 of 1969), as amended, being Michigan Compiled Laws Section 24.201 *et. seq.*

The following procedures shall govern the processing of grievances and complaints in accordance with the prescribed programs.

Subject to applicable Federal, State, and Local law or regulation, DESC reserves the right to modify this policy in whole or in part, at any time, at the direction of DESC's leadership.

### BACKGROUND

DESC and its service providers are responsible for developing, maintaining and making available to participants, and other interested parties, the grievance and complaint procedure, consistent with



## Exhibit E-4: Grievance and Complaint Policy and Procedure (Non-Discrimination)

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the Federal and State written policies, which involve the Workforce Innovative and Opportunity Act (WIOA); Temporary Assistance to Needy Families (TANF); Partnership. Accountability. Training and Hope (PATH); Food Assistance Employment and Training (FAE&T); Reed Act; Trade Adjustment Act (TAA) (except requests for redeterminations); and State of Michigan General Fund/General Purpose (GF/GP); and Statewide (SW) as well as other grant funded programs administered by the LEO.

### POLICY

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**A. Communication:** DESC's policy is communicated in the following ways:

- **One-Stop Partners** – included in a Memorandum of Understanding (MOU) or other signed agreement with the current DESC Grievance and Complaint Policy and Procedure.
- **Service Providers** – included in the contract language with the current DESC Grievance and Complaint Policy and Procedure attached to the contract.
- **Employer-Based Training Employers** – included in the contract language with the current DESC Grievance and Complaint Policy and Procedure attached to the contract and advised where policy can be reviewed.
- **Other Interested Parties** – instructions for obtaining a current copy of DESC's Grievance and Complaint Policy and Procedure will be posted in all One-Stop Service Center locations in areas that are accessible by the public. Hard or electronic copies are available to the public upon request.
- **Participants** – signed acknowledgment forms that indicate either the participant has received a copy of the local policy or has received information about the content of the local policy and how to access the entire policy.

This policy and related documentation shall be maintained and available for review by the LEO.

**B. Accessibility:** All processes prescribed in this policy are to be made available in hard copy and/or posted on the agency's public website and must be accessible to persons with disabilities or other barriers, as required by law.

**C. Language Barriers:** Pursuant to 29 CFR 38, where a significant number or proportion of limited English-speaking individuals exist, DESC is responsible for making a reasonable effort to assure that the information in this policy will be provided to and understood by limited English-speaking individuals who seek information regarding the grievance procedure.

**D. Monitoring/Tracking:** A monitoring/tracking system must be maintained to document the grievances received and their disposition. DESC is responsible for maintaining these records for review for a period of three years. The retention period begins on the date of the LEO's acceptance of the final closeout report for the grant or contract. Records shall be retained beyond three years if any litigation or audit is begun, or if a claim is instituted involving the grant or agreement



## Exhibit E-4: Grievance and Complaint Policy and Procedure (Non-Discrimination)

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covered by the records. In these instances, the records shall be retained until the litigation, audit, or claim has been resolved.

**E. Informal Resolution:** DESC is responsible for making available to participants and interested parties, an opportunity to resolve complaints informally before they become grievances.

**F. Process for the Petitioner:** The process the Petitioner must follow to file a grievance includes:

1. **Filing Period:** All grievances related to WIOA, TANF, FAE&T, Trade Act (except requests for redeterminations), and State of Michigan GF/GP programs funded by the LEO are required to be filed within one year of the date of the event that gave rise to the grievance.
2. **Criteria:** All grievances shall be in writing and contain, to the extent practicable, all the following information:
  - a. The full name, address, and telephone number of the petitioner.
  - b. The full name, address, and telephone number of the respondent(s).
  - c. A clear and concise statement of the facts as alleged, including the pertinent dates, constituting the alleged violation.
  - d. The provision of the act, regulations, grant, contract, or other agreements under the act believed to have been violated.
  - e. The relief requested.
3. **Address:** All grievances, except for DESC employee grievances which must be submitted to DESC Human Resources, shall be submitted to:

Robert Shimkoski Jr.  
Equal Opportunity Officer  
Detroit Employment Solutions  
Corporation 115 Erskine, 2nd Floor  
Detroit, Michigan 48201

**G. DESC's Process:** DESC's procedure for handling the grievance includes:

1. **Initial determination:** DESC may reject a grievance for any of the following reasons:
  - a. It lacks merit.
  - b. The petitioner fails to state a grievance issue.
  - c. No relief can be granted.
  - d. The petitioner fails to comply with the procedures prescribed in this policy issuance.

DESC will inform the petitioner in writing of the reason(s) the grievance was rejected. The





## Exhibit E-4: Grievance and Complaint Policy and Procedure (Non-Discrimination)

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notification must be issued within 60 days from the date the grievance was filed and will include the opportunity to appeal to the LEO.

2. **Informal Resolution:** DESC will provide an opportunity for an informal resolution of the grievance. If the grievance is settled through the informal resolution process, a written decision shall be issued to the petitioner(s) within 60 days of the filing of the grievance. [Note: The timeline for a hearing decision is the same 60-day window from the date the grievance was filed.]
3. **Hearing:** DESC will provide an opportunity for a hearing for WIOA-related grievances that are not initially rejected, informally resolved or withdrawn. Should a hearing be held, it shall be conducted within 30 days from the date the grievance was filed, and a decision shall be rendered no later than 60 days from the date the grievance was filed.
4. **Hearing Notice:** If a hearing is to be conducted, written notice to the involved parties is to be provided. The notice shall include the date, time, place of the hearing and outline the process to present evidence including witnesses. The notice of the hearing shall indicate the issues to be decided. Notice shall be given not less than 10 days before the scheduled hearing date.
5. **Hearing Process:** 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
  - 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 before the hearing.

6. **Hearing Decision:** A written decision shall be issued by the hearing officer and shall include the following information:
  - a. Date, time, and place of the hearing.
  - b. Name and address of the petitioner.
  - c. Name and address of the respondent.
  - d. Names and addresses of all witnesses called by the parties.
  - e. Information sufficient to identify all evidence presented.
  - f. A reiteration of the issues raised.



## Exhibit E-4: Grievance and Complaint Policy and Procedure (Non-Discrimination)

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- g. A determination of the facts.
- h. An analysis of the issues as they relate to the facts.
- i. A decision addressing each issue.
- j. A statement regarding the opportunity to appeal the decision to the LEO.

### **H. Appeal to LEO:** The process to appeal a local decision to LEO, includes:

1. If a response to the grievance is not received within the time prescribed (i.e., 60 days from the filing of the grievance), or should either party be dissatisfied with a decision, there is an opportunity for an appeal to the LEO.
2. The appeal shall be in writing and shall be filed no later than 10 days from receipt of the adverse local decision, or 10 days from the date a decision was due (i.e., 60 days from the filing of the grievance) but not issued. Appeals shall contain, to the extent practicable, all the following information:
  - a. The full name, address, and telephone number of the appellant(s).
  - b. The full name, address, and telephone number of the respondent(s).
  - c. A clear and concise statement of the facts as alleged, including the pertinent dates constituting the alleged violation.
  - d. The provision of the act, regulations, grant, contract, or other agreements under the act believed to have been violated.
  - e. The relief requested.
3. All appeals of a local level grievance decision shall be submitted by certified mail, return receipt requested to:

Michigan Department of Labor and Economic Opportunity  
Executive Office  
Victor Office Center  
201 N. Washington Square Lansing, MI 48913

### **I. Other Requirements:**

1. DESC and its service providers shall conduct their activities using safeguards to promote employment opportunities for all job-seekers. While DESC cannot guarantee that service providers will ultimately avoid liability under laws described herein by following this policy, this policy represents practical steps to aid compliance with the law.
2. All DESC service providers will distribute copies of DESC's Grievance and Complaint Procedure. Participants must sign and date documentation acknowledging receipt of, and agreement to follow the complaint and grievance policies and procedures outlined in these



## Exhibit E-4: Grievance and Complaint Policy and Procedure (Non-Discrimination)

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policies.

3. For individuals with Limited English Proficiency (LEP), the Grievance and Complaint Policy Procedure will need to be translated into their primary language. Complaints and grievances filed by LEP customers, unless filed by the complainant's authorized representative as established in DESC's Providing Access to Services for Individuals with Limited English Proficiency (LEP), are to be submitted by the complainant in writing in his/her primary language. All subsequent interaction and communications with the complainant must be conducted in accordance with protocols established in DESC's language assistance plan and in a manner, which ensures that the complainant can understand and effectively participate in all phases of the grievance and complaint process.
4. DESC's signed Acknowledgment form and related documents shall be maintained and accessible for review by LEO.

### J. Special Provisions:

1. **EQUAL OPPORTUNITY:** Complaints alleging violation of the nondiscrimination and Equal Opportunity (EO) provision of state/federal grant programs must be resolved in accordance with the nondiscrimination and EO policy guidelines issued by the LEO.
2. **CRIMINAL CONDUCT:** Known or suspected fraud, abuse, or criminal conduct under the WIOA shall be reported in accordance with the incident report guidelines issued by the LEO.
3. **TANF DISPLACEMENT:** Pursuant to the PRWORA Regulation 45 CFR 261.70, a grievance may be filed by an affected individual if (1) a recipient of TANF is placed in a position 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 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 local decision to the LEO.
4. **WIOA DISPLACEMENT:** A grievance may be filed by a regular employee displaced by a WIOA participant who is placed in an employment activity operated with WIOA funds. Also, a grievance may be filed by a WIOA participant in an employment activity if the participant is displaced.
5. **BINDING ARBITRATION/COLLECTIVE BARGAINING:** DESC's procedures must provide WIOA 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.



## Exhibit E-4: Grievance and Complaint Policy and Procedure (Non-Discrimination)

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6. **JURISDICTION:** Depending on the nature of the grievance, TANF and FAE&T program applicant and recipient grievances shall be handled in accordance with DESC or the Michigan Department of Health and Human Services (DHHS) or other applicable procedures. For example, grievances regarding sanctioning or food stamp benefits will be handled by DHHS, while grievance regarding programs administered DESC will be handled by DESC.
7. **WAGNER-PEYSER:** Grievances involving the Wagner-Peyser Act activities must 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, please refer to the Employment Service Manual for specific guidance regarding work-related complaints that are not program specific, such as: employer hour and wage violations, migrant and seasonal farmworker complaints, and other possible violations of general labor laws.

**K. State Level Review of a Local Decision:** The processes LEO will follow to handle appeals includes:

1. **Evidentiary Documentation:** Within 15 days from the date the appeal is received by LEO, the parties will be contacted to submit all relevant information and documentation generated at the local hearing to the LEO Executive Office.
2. **LEO Review of the Appeal:** LEO may take any of the following actions:
  - a. **Reject the Appeal:** An appeal may be **rejected**, and a final determination issued, for any of the following reasons:
    - i. It lacks merit.
    - ii. The appeal does not state a grievable issue.
    - iii. No relief can be granted.
    - iv. If the appellant fails to comply with the applicable procedures prescribed in this policy (e.g., the 10-day filing requirement).
  - b. **Hearing:** An opportunity for a hearing must be provided for a WIOA-related appeal of a local level decision unless the appeal is rejected by LEO, the parties agree to waive a hearing, or the appellant withdraws the appeal. If a hearing is to be held, it shall be conducted within 30 days of the receipt of the appeal. A hearing is not required for an appeal of a non-WIOA related local level decision.
  - c. **Hearing Notice:** The parties will be provided written notice of the date, time,



## Exhibit E-4: Grievance and Complaint Policy and Procedure (Non-Discrimination)

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and place of the scheduled hearing 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 days before the scheduled hearing date.

- d. **Hearing Process:** At a minimum, the hearing process shall include:
- i. A hearing officer.
  - ii. An opportunity for each party to present witnesses (subpoenas are not authorized under this policy issuance) and evidence.
  - iii. An opportunity for each party to ask questions of all witnesses providing testimony at the hearing.
  - iv. A record of the hearing and a list of all evidentiary exhibits presented at the hearing.

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

- e. **Final Decision:** A written decision shall be issued not later than 60 days after the filing of the appeal. The decision shall include the following:
- i. If a hearing is held, the date, time and place of the hearing.
  - ii. Name and address of the petitioner.
  - iii. Name and address of the respondent.
  - iv. If a hearing is held, the names and addresses of all witnesses called by the parties.
  - v. If a hearing is held, the information sufficient to identify all evidence presented.
  - vi. A reiteration of the issues.
  - vii. A determination of the facts.
  - viii. An analysis of the issues as they relate to the facts.
  - ix. A decision addressing each issue.

### L. USDOL Review of a State Level Decision:

1. In general, a state level decision is final. However, if a decision is not issued by the due date, a WIOA-related appeal may be reviewed by the Secretary of the USDOL if appealed within 60 days after the date the decision was due. A WIOA-related decision may also be appealed by the adversely affected party to the USDOL within 60 days of receipt of the LEO decision. An appeal must be submitted to the Secretary of the USDOL by certified mail, return receipt requested, to:

Secretary



## Exhibit E-4: Grievance and Complaint Policy and Procedure (Non-Discrimination)

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

A copy of the appeal must be simultaneously provided to:

Regional Administrator  
Employment and Training Administration  
U.S. Department of Labor  
230 South Dearborn Street, Room 628  
Chicago, IL 60604

AND

Michigan Department of Labor and Economic Opportunity  
Executive Office  
Victor Office Center  
201 N. Washington Square  
Lansing, Michigan 48913

### **M. Appeal Process for DESC:**

1. DESC may appeal non-designation of local areas, monitoring findings, incident report findings, Single Audit resolution findings/issues, and other matters related to State Workforce programs by filing an appeal with the LEO within 30 days of the adverse decision.
2. Other interested parties may not appeal directly to LEO. To the extent that interested parties are affected by a LEO decision, the interested parties must first file a grievance at the local level.
3. Appeals related to USDOL monitoring findings shall only be reviewed for compliance with USDOL requirements. A record shall be created to forward to USDOL, if applicable.
4. Appeals shall contain, to the extent practicable, all of the following information:
  - a. The full name, address, and telephone number of the appellant(s).
  - b. The full name, address, and telephone number (if any) of the respondent(s).
  - c. A clear and concise statement of the facts as alleged, including the pertinent dates constituting the alleged violation.
  - d. The provision of the act, regulations, grant, contract, or other agreements under the act believed to have been violated.
  - e. The relief requested.





## Exhibit E-4: Grievance and Complaint Policy and Procedure (Non-Discrimination)

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Appeals shall be submitted to:

Michigan Department of Labor and Economic Opportunity  
Executive Office  
Victor Office Center  
201 N. Washington Square Lansing, Michigan 48913

5. **Rejection of Appeal:** An appeal may be rejected for any of the following reasons:
  - a. It lacks merit.
  - b. It does not state a grievable issue.
  - c. No relief can be granted.
  - d. The petitioner fails to comply with the procedures prescribed in this policy issuance.
6. **Hearing:** An opportunity for a hearing must be provided for a WIOA-related appeal unless the appeal is rejected by LEO, the parties agree to waive a hearing, or the appellant withdraws the appeal. If a hearing is to be held, it shall be conducted within 30 days of the receipt of the appeal. A hearing is not required for an appeal of a non-WIOA-related decision.
7. **Hearing Notice:** The parties 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 10 days before the scheduled hearing date.
8. **Hearing Process:** At a minimum, the hearing process shall include all of the following:
  - a. A hearing officer.
  - b. An opportunity for each party to present witnesses (subpoenas are not authorized under this policy) 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 before the hearing.
9. **Decision:** A written decision shall be issued not later than 60 days after the filing of the





## Exhibit E-4: Grievance and Complaint Policy and Procedure (Non-Discrimination)

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appeal. The decision shall include all of the following:

- a. If a hearing is held, the date, time, and place of the hearing.
- b. Name and address of the appellant.
- c. Name and address of the party against whom the appeal is made.
- d. If a hearing is held, the names and addresses of all witnesses called by the parties.
- e. If a hearing is held, information sufficient to identify all evidence presented.
- f. A reiteration of the issues.
- g. A determination of the facts.
- h. An analysis of the issues as they relate to the facts.
- i. A decision addressing each issue.

**10. USDOL Appeal:** The decision of LEO is final. DESC may appeal noncompliant WIOA grievance procedures of the LEO to the Secretary of the USDOL. An appeal must be submitted to the Secretary of the USDOL within 60 days of receipt of the LEO decision 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 and Training Administration  
U.S. Department of Labor  
230 South Dearborn Street, Room 628  
Chicago, IL 60604

And

Michigan Department of Labor and Economic Opportunity  
Executive Office  
Victor Office Center  
201 N. Washington Square Lansing  
Michigan 48913

**N. NOTICE AND COMMUNICATION REQUIREMENTS:** DESC's Grievance and Complaint Policy Procedure must be posted in public areas and where administration and program services are provided and must be accessible to persons with disabilities or other barriers, as required by law.



## Exhibit E-4: Grievance and Complaint Policy and Procedure (Non-Discrimination)

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All recipients must provide initial and continuous notice of equal opportunity to the following parties:

- Registrants, applicants, and eligible applicants/registrants;
- Participants;
- Applicants for employment and employees;
- Unions or professional organizations that hold collective bargaining or professional agreements with the recipient;
- Subrecipients that receive WIOA Title I financial assistance from the recipient; and
- Members of the public, including those with impaired vision or hearing and those with limited English proficiency.

**O. APPLICABILITY:** This policy extends to any individual or beneficiary participating in the Workforce Innovation and Opportunity Act (WIOA); Temporary Assistance for Needy Families (TANF); Partnership. Accountability. Training. and Hope (PATH); Food Assistance Employment and Training (FAE&T); Wagner Peyser; Trade Adjustment Act (TAA) (except requests for re-determinations); and State of Michigan General Fund/General Purpose (GF/GP) and Statewide (SW) as well as other grant funded programs administered by the Michigan Department of Labor and Economic Opportunity (LEO), State of Michigan.

### DEFINITIONS

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- A. Appellant:** the party that files the appeal to the LEO and the U.S. Department of Labor (USDOL).
- B. Days:** means consecutive calendar days, including weekends and holidays.
- C. Filed:** or filing when used with respect to timelines, means the date of receipt by the intended party.
- D. Grievance:** a written complaint filed in accordance with this policy.
- E. Interested Parties:** includes sub-grantees, subcontractors, service providers, employees, One-Stop partners, providers of training services, and other relevant parties.
- F. Participant:** an individual who has been determined to be eligible to participate in, and who is receiving services under a program covered under this policy.
- G. Petitioner:** the party that files the grievance.
- H. Respondent:** the party who argues against the petitioner or appellant.
- I. Service Providers:** sub-recipients or entities that expend awards received from grant recipients.



**Exhibit E-4: Grievance and Complaint Policy  
and Procedure (Non-Discrimination)**

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**EFFECTIVE DATE(S)**

This policy was effective: December 31, 2018 Last Reviewed: March 30, 2020

**FREQUENCY OF REVIEW AND UPDATE**

Biannually.



## Exhibit E-4: Grievance and Complaint Policy and Procedure (Non-Discrimination)

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### SIGNATURE, TITLE AND DATE OF APPROVAL

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This policy, EO 2019-001 Grievance and Complaint Policy and Procedure (Non-Discrimination), was reviewed and authorized by the appropriate C-level staff or Board (listed below) before it was recommended for approval.

Recommended by: Robert Shimkoski, Director of Planning and Resource Development

Date Recommended: December 5, 2019

Approved by:

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Name: Terri Weems

Title: Interim President & CEO

Date Approved: 4/10/2020

Meeting date of Board Approval: \_\_\_\_\_



**Exhibit E-4: Grievance and Complaint Policy  
and Procedure (Non-Discrimination)**

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**TO BE FILLED OUT BY THE INDIVIDUAL/ENTITY INVOLVED IN PROGRAM ACTIVITIES**

I have read, and I understand the Grievance and Complaint Procedures outlined above:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_, Michigan ZIP \_\_\_\_\_

Phone #: \_\_\_\_\_ Alternate Phone #: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**TO BE FILLED OUT BY THE CONTRACTOR PROVIDING PROGRAM ACTIVITIES**

It is understood that a copy of this signed form shall remain on file for at least two years for auditing purposes:

Name of Authorized MWA Service Provider: \_\_\_\_\_

Name of Representative: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

A complete copy of the Federal and State regulations governing the Grievance and Complaint Procedure is available for review at the Detroit Employment Solutions Corporation, in the office of Equal Opportunity Officer, 115 Erskine, Second Floor, Detroit, MI 48201.

cc: Individual/Entity  
Individual/Entity's File



## Exhibit E-5: Acknowledgement of Receipt of Policies

**ACKNOWLEDGEMENT OF RECEIPT OF:  
DISCRIMINATION POLICY AND COMPLAINT PROCEDURE NON-  
DISCRIMINATION COMPLAINT AND GRIEVANCE POLICY,  
EQUAL OPPORTUNITY IS THE LAW DOCUMENT, AND  
ZERO TOLERANCE OF SEXUAL AND OTHER FORMS OF HARASSMENT DOCUMENT**

I, \_\_\_\_\_ (Participant's Name – please print) acknowledge receipt  
of and agree to follow the Detroit Employment Solutions Corporation's:

- 1) Non-Discrimination Complaint & Grievance Procedure \_\_\_\_\_ (initial)
- 2) Discrimination Policy and Complaint Procedure \_\_\_\_\_ (initial)
- 3) Equal Opportunity is the Law document \_\_\_\_\_ (initial)
- 4) Zero Tolerance of Sexual and other Forms of Harassment Policy \_\_\_\_\_ (initial)

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Signature of Participant

Date

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Signature of Authorized Agency Representative

Date

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Translated by

Date

Funded in part by the State of Michigan, the Labor and Economic Opportunity-Workforce Development (LEO-WD), and Detroit Employment Solutions Corporation, An Equal Opportunity Employer/Program. Auxiliary aids and services available upon request to individuals with disabilities.

**Exhibit E-6: Conflict of Interest / Nepotism Policy**

Policy No. EA 2020-001	
<b>Name:</b> Conflict of Interest/Nepotism Policy	<b>Policy Category:</b> Executive Administration
<b>Related Federal or State Policy:</b> Workforce Innovation and Opportunity Act ("WIOA") 2014; WIOA Final Rule, 20 CFR 683; TEGL 15-16; TEGL 21- 16; LEO PI#: 20-12	<b>Effective Date:</b> October 2013 <b>Expiration Date:</b> Continuing <b>Reviewed Date:</b> August 18 <sup>th</sup> , 2020
<b>Subject:</b> Conflict of Interest / Nepotism	<b>Unit Responsible for Review:</b> Executive Administration
<b>Procedures:</b> N/a	<b>Related DESC Policies:</b> N/a

**SCOPE**

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This policy provides guidelines to guard against conflicts of interest and nepotism in all programs administered by the Detroit Employment Solutions Corporation ("DESC"). DESC shall ensure that this policy is adopted and complied with in order to guard against conflicts of interest by DESC Employees, Subrecipient staff, Mayor's Workforce Development Board ("MWDB") and DESC board persons; as well as, nepotism by MWDB and DESC Board members and any individuals working in an administrative capacity from using their positions for a purpose that is, or gives the appearance of being, motivated by favoritism for themselves or others who are immediate family members. Favoritism, no matter how slight, should never direct the actions of Board members DESC or subrecipient staff or administrative staff under any circumstances.

DESC reserves the right to modify this policy in whole or in part, at any time, at the discretion of DESC leadership.

**BACKGROUND**

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The State of Michigan, MWDB and DESC share in providing responsible stewardship for, and oversight of, federally funded workforce programs that fall under the Workforce Innovation and Opportunity Act (29 U.S.C. §3101, et seq.) ("WIOA"). These programs must be administered in a way that demonstrates strong integrity, accountability, and transparency to preserve the public trust. Accordingly, this policy establishes guidelines in order to prevent conflict of interests and nepotism, on the part of any MWDB or DESC Board member, DESC employees, subrecipient staff, as well as anyone that serves in an administrative capacity executing the decisions of DESC.





## Exhibit E-6: Conflict of Interest / Nepotism Policy

### POLICY

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#### A. Conflicts of Interest:

No DESC employee, employees of their subrecipients, or MWDB or DESC board members shall create or allow to be created, any situation that causes a conflict of interest, or the appearance of a conflict of interest, with the employee's job responsibilities or board member duties.

At all times, all individuals on the DESC Boards and others serving in an Administrative Capacity shall follow conflict of interest requirements pursuant to this Policy and in accordance with the WIOA, Section 107(h), which states:

A member of a local board or a member of a Standing Committee may not:

- 1) Vote on a matter under consideration by the local board —
  - a. Regarding the provision of services by such member (or by an entity that such member represents); or
  - b. That would provide direct financial benefit to such member or the immediate family of such member; or
- 2) Engage in any other activity determined by the Governor to constitute a conflict of interest as specified in the State plan.

See also: 20 CFR 683.200.

Neither membership on the MWDB or DESC Boards, or a standing committee, nor the receipt of funds to provide training and related services. By itself, violates these conflict of interest provisions.

No MWDB or DESC Board members or individuals serving in an Administrative Capacity shall participate in the selection or award of a contract, if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when the individual, or any member of his/her Immediate Family, has a financial or other interest in the entity or individual being awarded the contract. MWDB or DESC Board members and persons serving in an Administrative Capacity shall not have a financial interest in any contract made between DESC and another party.

MWDB and DESC Board members and persons serving in an Administrative Capacity shall not solicit or accept gifts in violation of DESC policies, gratuities, favors, or anything of monetary value from contractors, potential contractors, or parties to subcontracts with DESC.

For DESC staff, as a token of appreciation, individuals or vendors may offer you a gift. While this may be appropriate in some situations, we ask that employees discourage this practice and limit the amount of any business gift to an approved company promotional gift (i.e. paperweight, clock, shirts, caps, calendars, etc.) that is freely offered and under \$25.00 in value, or to business meal and entertainment gifts of \$50 or less. Any gift beyond this amount must be reported and approved through DESC. This includes dinners, lunches and tickets to sporting events and/or concerts.



## Exhibit E-6: Conflict of Interest / Nepotism Policy

No DESC Board or Staff Member may accept any gift from any vendor that is actively seeking any sort of contract and/or other approval by the DESC. Moreover, due to the nature of their position, contract and procurement staff are prohibited from accepting any gifts.

In addition, employees should limit their gifts to vendors, clients or others to authorized promotional gifts or to approved business and entertainment expenses.

Breach of these guidelines may subject you to discipline up to and including discharge from employment.

### **B. Nepotism:**

For MWDB and DESC Board members and persons serving in an Administrative Capacity, the hiring of Immediate Family is not permissible if:

- 1) There is a direct reporting relationship; or
- 2) The Immediate Family member will be working in the same program area and in the same work site; or
- 3) The Immediate Family member will occupy positions in the same "decision making" process which would compromise internal controls (i.e. decisions regarding approval of contract, payment of fees, acceptance of proposals)

A determination is made the hiring would not be in the best interest of DESC and its operations. The following employment selection guidelines are effective immediately:

- 1) All referrals should go to Human Resources.
- 2) No one involved in the recruitment and selection process of a prospective employee shall be a Family member of a prospective candidate.

An applicant will not be selected if there is a reporting relationship to an Immediate Family member.

During an initial interview, hiring officials shall ask applicants if they have relatives working in the unit or office. If the applicant has an Immediate Family Member currently working in the division, office, bureau, and there is some question if the hiring of an Immediate Family Member will be a conflict, approval must come from the Manager of Human Resources before making an offer of employment.

### **C. Duty to Disclose:**

MWDB and DESC Board members and persons serving in an Administrative Capacity shall have a duty to promptly report in writing the existence of a conflict of interest, real or apparent, involving the member or person serving in an Administrative Capacity to their MWDB or DESC Board Chair or to DESC's Human Resources department. Human Resources shall promptly report any conflict of interest involving themselves to DESC's President and Chief Executive Officer ("CEO").



## Exhibit E-6: Conflict of Interest / Nepotism Policy

If at any time any MWDB or DESC Board or Staff member believes there has been a violation of this policy, they shall report it to the MWDB or DESC Board Chair or to DESC's Human Resources department as may be appropriate.

Any applicant who withholds or gives false information regarding potential violations of this policy may be terminated. A supervisor who knowingly violates this policy is subject to disciplinary action.

Employees who work in the same unit, or office and marry, cohabitate, or become immediate family may be reassigned at the discretion of the President and CEO.

Supervisors shall not supervise Immediate Family members or individuals where there may be a conflict of interest including conflicts arising from personal relationships.

### **D. Violation:**

Violation of this policy may result in sanctions, removal from the DESC Board/committee or discipline up to and including termination of employment.

## **DEFINITIONS**

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**Immediate Family:** one party with any of the following relationships to another party:

- 1) spouse and parents thereof;
- 2) children, and spouse thereof;
- 3) parents, and spouses thereof;
- 4) siblings, and spouses thereof;
- 5) grandparents and grandchildren, and spouses thereof;
- 6) domestic partner and parents thereof; and
- 7) any individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship.

**Administrative Capacity:** A person in administrative capacity is someone who has overall administrative responsibility for a program, including all elected and appointed officials, such as MWDB and DESC Board members, MWDB and DESC committee members, and local elected officials who have any responsibility for the obtaining of and/or approval of any MWDB or DESC administered grant or contract, as well as other official(s) who have influence or control over the administration of a program, such as the project director, deputy director, and unit chiefs, and the persons who have selection, hiring, placement or supervisory responsibilities for On-The-Job training participants and other MWDB or DESC programs, contracts and operations.

**Financial Interest:** A person has financial interest if the person has, directly or indirectly, through business, investment, or Immediate Family:



## Exhibit E-6: Conflict of Interest / Nepotism Policy

- 1) An ownership or investment interest in any entity with which DESC has transaction or compensation arrangement,
- 2) A compensation arrangement with DESC or with any entity or individual with which DESC has a transaction or arrangement, or
- 3) A potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which DESC is negotiating a transaction or arrangement.

Compensation includes direct and indirect remuneration as well as significant gifts or favors.

**Conflict of Interest:** A Conflict of Interest is a situation where the individual's conduct or the personal or financial interests of an individual or a member of the individual's immediate family may tend to impair the individual's independence of judgement or action in performance of official duties or responsibilities.

### EFFECTIVE DATE(S)

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This policy was effective: August 2020

Last Reviewed: August 2020

### FREQUENCY OF REVIEW AND UPDATE

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Biannually.

### SIGNATURE, TITLE AND DATE OF APPROVAL

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This policy, EA 2020-001 – Conflicts of Interest/Nepotism, was reviewed and authorized by the appropriate staff or Board (listed below) before it was recommended for approval.

Recommended by: Robert Shimkoski, Director of Planning and Resource

Date Recommended: August 18<sup>th</sup>, 2020

Approved by:

E-Signed : 08/20/2020 06:01 PM CST  
*Terri Weems*  
tweems@detempsol.org  
IP: 98.27.188.236  
Sertifi Electronic Signature  
DocID: 20200820150413075

Title: President

Date Approved: 08/20/2020



**Exhibit E-6: Conflict of Interest / Nepotism Policy**

**Inquiries and Affirmation of Compliance**

Questions on this policy can be addressed to DESC's Human Resources department.

The information contained in this policy will be made available in alternative format (large type, audio tape, etc.) upon request to this office.

I have received a copy of the DESC Conflict of Interest and Nepotism Policy, and I affirm that I have no Conflict of Interest or issues with nepotism at this time. If I become aware of a personal issue which does present or appears to present a Conflict of Interest or violation of the nepotism policy set forth above, or if I have a question regarding this policy, I will promptly disclose it to the MWDB or DESC Board Chair or to DESC's Human Resources department.

**Print Name:** \_\_\_\_\_ **Sign Name:** \_\_\_\_\_

**Witnessed:** \_\_\_\_\_ **Date Signed:** \_\_\_\_\_



## Exhibit F: Equipment Inventory Requirements

The Subrecipient is responsible for the maintenance of a property inventory of all equipment purchased including software in whole or in part with funds provided by Detroit Employment Solutions Corporation (DESC). For purposes of inventory control, maintenance of records by automatic data processing, ledger or property card format shall be required for all equipment items purchased with funds provided by DESC. The Subrecipient will, on an annual basis, physically verify the equipment inventory and submit an Inventory Certificate and a Certified Subrecipient Inventory form listing all such equipment to DESC and should be included as a part of the official closeout package.

The annual Certified Contractor Inventory list shall include **all** of the following information:

- Description of equipment
- Serial number
- I.D. or Tag number
- Funding source(s) of equipment
- Vesting of Title
- Acquisition date
- Cost
- Percentage of federal funds used in the acquisition
- Location of equipment
- Condition of the equipment
- Program utilizing the equipment
- Approval date for acquisition
- Disposal date
- Net sales proceeds if disposed of
- Federal Award Identification Number (FAIN)

The Certified Contractor Inventory form shall be sent to:

Contract Administration  
Detroit Employment Solutions Corporation  
115 Erskine, Second Floor  
Detroit, MI 48201

For all new equipment purchases including software with a unit (non-disposable) cost of \$1.00 or more, the Subrecipient shall notify the above office of all inventory control information listed above, **within 30 days of acquisition**. The new items shall be added to the Certified Contractor Inventory form contained in the official closeout package and due at the time of closeout.

All (non-disposable) assets purchased for the amount of \$1.00 or more, per unit are vested with DESC. These assets must be accounted for and properly maintained. No equipment may be moved outside of the MWA's jurisdiction without written prior approval.

No equipment or (non-disposable) asset items having a per unit acquisition cost of \$1.00 or more shall be disposed of without the prior written approval of the DESC. No item having a per unit acquisition cost of \$5,000 or more shall be disposed of without the written approval of the State of Michigan, Labor and Economic Opportunity - Workforce Development (LEO-WD).



## Exhibit F-1: Participant Received Property and Supplies Management Policy

### INTERNAL POLICY DOCUMENT

Policy No. INF-001 Participant Received Property and Supplies Management Policy (2022)	
<b>Name:</b> Participant Received Property and Supplies Management Policy	<b>Policy Category:</b> Property and Supplies
<b>Related Federal or State Policy:</b> 2 CFR 200.313 2 CFR 200.343 2 CFR 200.439 WDASOM PI 12-30	<b>Effective Date:</b> February 1, 2022 <b>Expiration Date:</b> <b>Reviewed Date:</b>
<b>Subject:</b> Property & Supplies	<b>Unit Responsible for Review:</b> Infrastructure
<b>Procedures:</b>	<b>Related DESC Policies:</b>

#### SCOPE

To establish Detroit Employment Solutions Corporation's (DESC) policy providing guidance on how DESC and service providers control and manage property and supplies acquired under a grant or sub-grant award or used in a program or project by the grantee or sub grantee and provided to participants.

The information provided in this policy is intended to aid DESC and its service providers in administering grants. It is not intended to unduly supplant or replace federal, or state regulations and requirements contained in applicable federal and state statutes. If in any instance the use of this policy appears to conflict with the rights and authorities given to LEO-WD under regulations, such conflict must be resolved in favor of the applicable federal or state regulation.

Service providers administering grant funds to purchase equipment, defined below, must follow State of Michigan's Policy Issuance 12-30, which DESC has adopted.

#### BACKGROUND

To carry out its mission DESC provides property and supplies to participants to enhance and promote program and employment opportunities. These items may include but are not limited to technological devices, (such as laptops and hotspots), gift cards, transportation passes/vouchers, and food cards.

DESC has developed a system for managing participant received property and supplies, which includes





## Exhibit F-1: Participant Received Property and Supplies Management Policy

### INTERNAL POLICY DOCUMENT

signatures, approvals and receipts throughout the purchase, storage and disbursement cycle. Through this policy and other DESC guidelines, DESC works with its internal and external stakeholders to ensure adequate controls that reduce the risk property and supplies are used for an unintended purpose.

#### POLICY

Service providers are required to maintain a control environment around participant received property and supplies that ensures the item was used for its approved purpose. The control environment should amply answer the following questions:

1. Are participant property and supply purchases appropriately accounted for?
2. Are participant property and supply purchases securely maintained with limited access?
3. Are participant property and supply expenses or dispositions appropriately accounted for?
4. Are participant property and supplies used appropriately?

To answer these questions service providers must establish internal controls that at a minimum require:

- Maintaining a **Property and Supplies Requisition Form**, or similar documentation, that details program information, type of item, quantity received, program(s) involved in, business purpose for request, etc.
- Requiring service provider staff *and* supervisory written signatory approval authorizing requisition on Property and Supplies Requisition Form
- Maintaining property and supply purchases in a secured location with limited access
- Maintaining a **Participant Property and Supplies Distribution Form**, or similar documentation, that details participant name, date and location of distribution, item received, etc.
- Requiring service provider staff written signatory approval authorizing distribution on Participant Property and Supplies Distribution Form
- Requiring participant written signatory approval on Participant Property and Supplies Distribution Form
- Maintaining a Master Spreadsheet, Control Log, or similar documentation, of individual property and supplies received that details item received, identifying item number, date of service provider receipt, storage location and distribution date
- Maintaining receipts showing proof of expenditures, when applicable

To ensure the established internal controls meet the standard requirements outlined above DESC may randomly perform audit and assurance procedures. Audit and assurance procedures may include:

1. Reviewing appropriate policies and procedures,
2. Reviewing participant property and supplies master spreadsheets and/or control logs,
3. Reviewing service provider financial records,



## Exhibit F-1: Participant Received Property and Supplies Management Policy

### INTERNAL POLICY DOCUMENT

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4. Comparing Requisition Form documentation with Master Spreadsheets and/or Control Logs,
5. Comparing Master Spreadsheets and/or Control Logs with Distribution Form documentation,
6. Comparing Requisition Form totals with Distribution Form totals,
7. Interviewing participants and/or service provider staff,
8. Reviewing a judgmental sample of the property and supplies received but not distributed,
9. Reviewing a random sample of property and supplies received and distributed, and
10. Reviewing gift card expenditure authorizations.

### DEFINITIONS

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**A. Acquisition Cost** – The net invoice unit price, including the cost of modifications, attachments, accessories or auxiliary apparatus necessary to make it usable for the intended purpose. Other charges, such as, the cost of installation, transportation, taxes, duty or protective in-transit insurance, shall be included or excluded from the unit acquisition cost in accordance with DESC's or its Service Provider's regular accounting practices.

**B. Equipment** – Tangible, nonexpendable personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit.

**C. Intangible Personal Property** – Property, other than real property, with no intrinsic value; its value lies in the rights conveyed. Examples include copyrights, intellectual rights, other rights, and patents.

**D. Nonexpendable** – Items that retain their original identity and characteristics during their useful life.

**E. Property** – Anything that is owned.

**F. Real Property** – Land, land improvements, buildings, structures and attached items, excluding movable machinery and equipment.

**G. Supplies** – Tangible personal property with an acquisition value of less than \$5,000, including but not limited to office furniture, IT equipment, and building materials. For this policy, it also includes but is not limited to technological devices (such as laptops and hotspots), gift cards, transportation passes/vouchers, and food cards .

**H. Tangible Personal Property** – Property, other than real property, that can be seen, weighed, measured, felt, touched, or otherwise perceived by the senses.



## Exhibit F-1: Participant Received Property and Supplies Management Policy

### INTERNAL POLICY DOCUMENT

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#### EFFECTIVE DATE(S)

This policy was effective: February 2022

Last Reviewed: February 2022

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#### FREQUENCY OF REVIEW AND UPDATE

Biennial.

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#### SIGNATURE, TITLE AND DATE OF APPROVAL

This policy, Policy on Policies, was reviewed and authorized by the appropriate C-level staff or Board (listed below) before it was recommended for approval.

Recommended by: Sara Azu

Date Recommended: February 1, 2022

Approved by:

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Name: Terri Weems

Title: President

Date Approved: August 23, 2022

**DETROIT EMPLOYMENT SOLUTIONS CORPORATION**

**A Michigan Works! Agency**

**Master Training Agreement Terms and Conditions**

**Mayor's Workforce Development Board**

Cynthia Pasky, Co-Chairperson

David Meador, Co-Chairperson

Nicole Sherard-Freeman, Executive Director

**Detroit Employment Solutions Corporation Board**

Alice Thompson, Chairperson

**Detroit Employment Solutions Corporation**

Terri Weems, President

Stephanie Nixon, Chief Program Officer

Madelyne Bernard-Diab, Chief Operating Officer



An equal opportunity employer/program. Supported by the State of Michigan, Labor and Economic Opportunity-Workforce Development (LEO-WD). Auxiliary aids and services available upon request to individuals with disabilities. 1-800-285-WORK. TTY: 711.

# Detroit Employment Solutions Corporation

## Master Training Agreement with {TRAINING PROVIDER}

The Detroit Employment Solutions Corporation, a Michigan Works Agency! (hereinafter referred to as “DESC”) and **TRAINING INSTITUTION**, a {STATE WHERE REGSITERED} ({FORM OF BUSINESS}, Federal Tax ID ##-#####, (“hereinafter referred to as the “Training Institution”), enter into this Master Training Agreement (“Agreement”).

### I. PURPOSE AND GENERAL RESPONSIBILITIES

The purpose of this Agreement is to: (1) designate Training Institution as an approved vendor of services to DESC; (2) set forth uniform commercial terms for delivery, evaluation, invoicing and payment of all services to be provided hereunder; (3) describe any Initial Trainings to be provided by the Training Institution for DESC’s eligible customers/participants, and (4) provide for potential future addition of other training programs (including employer-driven modifications to any initial trainings) to be offered by Training Institution during the Term of this Agreement, at the sole discretion of DESC.

DESC shall determine which of its customers/participants are eligible to receive training pursuant to this Agreement. (These individuals are hereinafter referred to as “Trainees”).

Through this Agreement the Training Institution is expected to provide the Trainees with the necessary knowledge, skills, and abilities to aid them in acquiring family-sustaining employment in the industry or occupational group for which training is being provided. DESC may request that the Training Institution provide multiple training programs. **This Master Training Agreement does not guarantee the referral of Trainees or that Training Institution will be designated to conduct future trainings.**

For each training program requested by DESC under this Master Training Agreement, the Training Institution and DESC shall execute a Training Program Outline and Pricing Agreement (see Attachment A for any Initial Trainings). A Training Program Outline and the Pricing Agreement shall collectively constitute a “Training Program” hereunder. The Training Institution and DESC shall also execute the Payment Structure ([Attachment B](#)) and the Performance Measures ([Attachment C](#)) which will apply to all Training Programs offered under this Master Training Agreement.

DESC reserves the right to determine the source and mix of public and private funding which may be used from time to time to fund the Training Programs which are the subject of this Agreement, and Training Institution agrees to abide by the terms and conditions of any such funding, as more fully set forth in Section IV (B). Such sources may include Coronavirus Fiscal Recovery Funds (“CFR Funds”) authorized under the American Rescue Plan Act of 2021 (“ARPA”), (Public Law 117-2, March 11, 2021). DESC was awarded CFR Funds from the City of Detroit which, in turn, received them from the U.S. Department of Treasury (“Treasury”).

ARPA authorizes the use of CFR Funds to implement responsive activities addressing the negative economic impacts of COVID-19, to replace City revenues lost due to COVID-19, and to ensure the City’s continued provision of needed services to residents and businesses in Detroit. The City has allocated a portion of the ARPA funds to provide financial assistance and to address the health and negative economic impact of the COVID-19 pandemic.

City residents have disproportionately experienced the adverse health and economic impacts of the COVID-19 pandemic, and the severity of these impacts was influenced by the high rates of poverty and unemployment, the low rates of educational attainment, the lower household incomes, the reduced access to health care, the significant levels of blight, and the lack of sufficient affordable and

Detroit Employment Solutions Corporation  
**Master Training Agreement with {TRAINING PROVIDER}**

suitable housing faced by residents of the City, particularly residents of color who represent over 90% of the City's population.

The purposes supported by this Agreement have been identified as purposes that will help address those impacts to residents of the City in both a restorative and reparative manner. By way of this Contract, the parties seek to address the immediate needs of jobseekers and employers in Detroit and to close the gaps and address the causes and effects of past inequities that led to the disparities exposed and exaggerated by the COVID-19 pandemic, all in order to build a stronger and more equitable economy.

The City and DESC have evaluated the needs expressed above against the eligible purposes authorized by ARPA for use of the CRF Funds, and the identified need hereunder complies with one or more of ARPA's authorized purposes.

Consistent with the foregoing, DESC has selected Training Institution to provide the services outlined herein, and the Training Institution represents that it is authorized and capable of performing the services.

**II. AGREEMENT PERIOD AND TERMS**

The Initial Term shall be for one year beginning on **{CONTRACT START DATE}** and ending on **{CONTRACT END DATE}** unless terminated early or modified as provided in this Agreement. Any additional Training Program(s) requested by DESC, negotiated by the Parties and documented by duly executed Training Program Outline(s) and Pricing Agreement(s) during the Agreement Period are subject to this Agreement.

TRAINING INSTITUTION is also bound by any terms and conditions stated in the **{PROCUREMENT NAME}** RFP, issued **{PROCUREMENT ISSUE DATE}** which are not in conflict with this Contract.

Upon conclusion of the Initial Term, this Agreement may be renewed for up to **{NUMBER OF RENEWALS}**, **{LENGTH OF RENEWAL}** periods ("First Renewal Term" and "Second Renewal Term"). Any renewal exercised under this contract must be consecutive to an existing Term, will be granted at DESC's sole discretion, and will be effective only after approval by the President and/or the DESC Board of Directors, as required. Under no circumstances will the combined length of the Initial Term, First Renewal Term and Second Renewal Term exceed the first to occur of:

- (i) three years or,
- (ii) where funded in whole or in part by CFR Funds obligated by December 31, 2024, extend beyond December 31, 2026.

Training Institution's obligations under this Agreement shall survive the Initial Term or any Renewal Term and shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused material, equipment, unspent funds, program income balances, and accounts), completing reports or audits, and determining the custodianship of records.

**Detroit Employment Solutions Corporation**  
**Master Training Agreement with {TRAINING PROVIDER}**

**III. PAYMENT TO TRAINING INSTITUTION**

The Training Institution shall receive payment under this Agreement pursuant to the terms and conditions contained in a Training Program Outline and Pricing Agreement (Attachment A) and the Payment Structure ([Attachment B](#)) for each training program. DESC reserves the right to request that Training Institution provide additional Training Programs during the Term of this Agreement. Any such additional trainings agreed by the parties shall be subject to newly negotiated Training Program Outlines and Pricing Agreements to be executed by the parties. All newly negotiated and executed Training Program Outlines and Pricing Agreements agreed between the Parties during the Initial Term and any First or Second Renewal Term will be subject to the commercial terms set forth in this Master Training Agreement.

In order to receive the payment described in a Pricing Agreement, the Training Institution must comply with the terms and conditions contained in this Master Training Agreement and all Attachments, which are incorporated by reference herein. DESC reserves the right to deny all or a portion of any payment(s) to the Training Institution for failure to comply with this Agreement or any Attachment.

**IV. ASSURANCES/GENERAL PROVISIONS**

**A. Addresses and Notices**

All Contract-related notices shall be in writing and shall either be personally delivered, sent by express delivery service, certified mail, or first-class U.S. mail postage pre-paid, and addressed to the persons listed below:

The below listed persons and addresses may be modified by written notice to the other party. Notices shall be deemed given when one of the following occurs: (1) the date of actual receipt when notices are hand delivered; (2) the next business day when notice is sent express delivery service or personal delivery; or (3) three days after mailing first class or certified U.S. mail.

<u>CORPORATION - DESC</u>	<u>TRAINING INSTITUTION</u>
Terri Weems	{AUTHORIZED SIGNER}
President	{AUTHORIZED SIGNER TITLE}
115 Erskine, (2nd Floor)	{ORGANIZATION ADDRESS}
Detroit, MI 48201	

**B. Federal, State and Local Laws**

1. All parties shall fully comply with all applicable requirements of (a) WIOA, (b) Trade Adjustment Act (TAA), (c) Partnership, Accountability, Training Hope (PATH) (d) Food Assistance Employment & Training (FAET) programs. All Parties will also comply with all applicable federal, state, and local laws including but not limited to: (a) the Americans with Disability Act, (b) Equal Employment Opportunity Act, (c) Michigan Persons with Disabilities Civil Rights Act, (d) Americans with Disabilities Act (ADA), (e) Michigan Elliot- Larsen Civil Rights Act, (f) Family Educational Rights and Privacy Act (FERPA), (g) CFR/ARPA and (h) all other State of Michigan and United States Department of Labor (USDOL) statutes, policies and regulations and all applicable federal and State health and safety standards.
2. The parties will comply with all DESC policies, including but not limited to: Non-Discrimination



Detroit Employment Solutions Corporation  
**Master Training Agreement with {TRAINING PROVIDER}**

Complaint and Grievance Policy; and EO 2012-002c4 Discrimination Complaint and Grievance Policy as amended. These policies are provided as **Attachments D and E**.

3. The parties will also abide by all state and federal workforce related policies and laws. All applicable policies can be made available upon request.
4. Training Institution's failure to comply with DESC's policies, State of Michigan, Labor and Economic Opportunity- Workforce Development (LEO-WD) Policies, and federal, state and local laws may result in DESC's immediate termination of this Agreement and/or denial of payment to the Training Institution.

**C. Indemnification, Liability, and Insurance**

1. The Training Institution shall indemnify, defend and hold harmless, DESC, its President, Board of Directors, and officers, agents and employees, from and against all liability that arises out of or in connection with, in whole or in part, Training Institution's acts or omissions (which includes employees, agents, representatives, or independent contractors hired by Training Institution) related to the subject matter of this Agreement. Liability includes, but is not limited to, damages or claims of any kind or nature, disallowed costs, judgments, interest, fines, attorneys' fees and penalties.
2. Training Institution is liable for all costs disallowed under this Master Training Agreement and/or any Training Program subsequently created between the parties hereunder and shall reimburse the DESC for all such disallowances, including but not limited to those disallowed per audit findings, orders and/or recommendations from the State of Michigan, LEO-WD or the federal government related to this Agreement and/or any Training Program subsequently created between the parties hereunder.
3. The hold harmless, defense and indemnification obligations set forth in this Section will survive termination of this Agreement.
4. The parties shall promptly submit notice to each other of any action brought against them resulting from or related to this Agreement.
5. During the term of this Agreement Training Institution will procure and maintain insurance coverage according to the following specifications:
  - a. A \$3,000,000 per occurrence Commercial General Liability Policy with the following coverages:
    - Broad form property damage
    - Premises/Operations
    - Independent Contractors
    - (Blanket) Broad form Contractual
    - Personal Injury
  - b. Workers' compensation insurance, as required by law;
  - c. \$1,000,000 combined single limit automobile liability insurance, including hired and leased vehicles, owned and non-owned autos, and "no fault" coverage;
  - d. Errors and omissions liability insurance with minimum limits of \$1,000,000 per occurrence and \$1,000,000 dollars aggregate.

**Detroit Employment Solutions Corporation**  
**Master Training Agreement with {TRAINING PROVIDER}**

6. The Training Institution agrees to supply DESC, upon request, with proof of all required insurance, and to list DESC as a named insured on any policy. All certificates of insurance are to provide written notice upon notification from insurance company of material change, cancellation, or non-renewal to the extent that the insurance companies providing the required coverage will consent to such provisions.

**D. Reports, Records and Document Retention**

1. For a period of three years after its submission of any final reports or invoices required under this Agreement, the Training Institution shall retain any and all records, reports, customer or Trainee files, and other documentation and physical evidence related to or referred to in this Agreement or any of its attachments, whether written or digital. Training Institution shall make such documents available, on a timely basis for duplication, inspection, monitoring, evaluation and audit by any Federal or Michigan agency, or by DESC, or by any of their respective designees.
2. DESC will provide the Training Institution with a copy of the Trainee's release authorizing the release and access of the student records in accordance with FERPA requirements including but not limited to, class schedule, attendance records, transcripts and billing notifications.
3. The Training Institution shall provide DESC access to all records and data necessary to verify or clarify information requested or provided in such reports relative to this Agreement. Failure to submit reports and data on a timely basis as specified by DESC may result in suspension of payments to the Training Institution until such time as all delinquent requests are fulfilled, or termination of this Agreement at DESC's sole discretion.
4. The Training Institution will preserve and make available for review upon request all records relating to this Agreement. Any such reviews will be conducted in accordance with this section.
5. If any litigation, claim or audit is initiated prior to the expiration of this record retention period, the Training Institution shall retain the applicable records until the litigation, claim or audit findings have been finally resolved and final any action taken.

**E. Monitoring and Audits**

1. The Training Institution and their employees, agents, and officials shall fully cooperate with all Federal, Michigan, and DESC evaluations, monitoring and audit efforts relative to this Agreement.
2. DESC reserves the right to review the Training Institution's training and/or classroom instructions to ensure compliance with this Agreement. All such reviews will be conducted at the Training Institution's place of business during its normal business hours, unless other arrangements are made. Written notification will be provided by DESC to the Training Institution two (2) business days prior to the review.
3. DESC and/or a contracted partner designated by DESC will review and evaluate curricula and associated credentials on a minimum annual basis, to ensure instructional methods and content lead to the necessary knowledge and skills gains for trainees and meet evolving employer needs. If the evaluation reveals significant deficiencies in the quality or value of the curriculum, DESC may place the program on corrective action and suspend customer referrals. DESC may require the provider to participate in capacity building activities if the curriculum

**Detroit Employment Solutions Corporation**  
**Master Training Agreement with {TRAINING PROVIDER}**

is significantly deficient or in need of adjustments. DESC reserves the right to establish or refine baseline standards and expectations for curriculum, instructional delivery methods or course materials based on the results of the curriculum evaluation.

4. DESC will conduct an annual review of the Training Institution's credentials to verify they are in alignment with industry standards and/or in good standing with the State of Michigan and other institutions that govern training programs or educational institutions.
5. DESC will conduct regular monitoring visits with the Training Institution to audit supporting documentation for participant outcome data submitted by the Training Institution. The Training Institution must retain records of student attendance and attainment of key benchmarks (beginning and completing the program, certificates of completion, results from exams or tests, copies of credentials or licenses, proof of employment) and document any significant actions (trainee drops or does not complete program, customer complaints, etc.). Written notification will be provided by DESC to the Training Institution at least five (5) business days prior to the review.
6. The Training Institution shall adequately evaluate and monitor its own programs and training sites on a regular basis and shall establish sufficient internal controls necessary to safeguard against non-compliance, fraud, and abuse.
7. The Training Institution shall inform DESC in writing of the exact location where all records, reports, and other documentation and physical evidence are to be retained, if located other than at their principal place of business. The Training Institution shall inform DESC in writing of any location changes prior to the date the records, reports and other documentation and physical evidence are moved.
8. If the Training Institution ceases operations, it shall provide the name, address, and telephone number of its representative plus an inventory of all such records, reports and other documentation and physical evidence and shall either (a) notify DESC where records, reports and other documentation shall be stored and how they will be made available upon request in a timely fashion, or (b) deliver all the documentation to a location designated by DESC.

**F. Pell Grants, Grants, and Student Loans**

1. PELL/Federal Supplemental Educational Opportunity Grant ("FSEOG") and other Federal, State, or local grants may not be used as payment for duplicate training related costs. The Training Institution must consider and apply available PELL and other grants to a Trainee's training cost. DESC funds may only be applied after all PELL and other available grants have been applied to the Trainee's training costs. DESC funds may not be used to make duplicate tuition or training related payments.
2. The Trainee may enroll in DESC funded training while his/her application(s) for non-DESC funded grant(s) is/are pending. If PELL or any other grant(s) is subsequently awarded to the Trainee and used by the Trainee or the Training Institution to pay for expenses already paid for by DESC designated funds, the Training Institution agrees to immediately and directly reimburse DESC the amount of the duplicate payment.

**G. Invoice, Reimbursement and Payment Schedule**

1. Payments to Training Institution cannot exceed the amount stated and detailed in an

**Detroit Employment Solutions Corporation**  
**Master Training Agreement with {TRAINING PROVIDER}**

applicable Pricing Agreement.

2. Invoices, Reimbursements and Payments are subject to the Payment Structure executed between the parties.
3. The Training Institution's costs must be verifiable from the Trainee's records.
4. The Training Institution will apply DESC designated funds only for the payment of instructor/trainer wages, tuition expense, participant training supplies and other approved related training costs.
5. The Training Institution must submit to DESC complete, timely and accurate invoice(s) or request(s) for reimbursement for each Trainee. Invoice(s) and request(s) for reimbursement must be submitted per the payment structure described in [Attachment B](#).
6. All reimbursements shall be documented in accordance with State of Michigan and DESC policies and procedures applicable to this Agreement and are subject to review and audit by DESC or the state or federal government. DESC shall have no obligation to reimburse until a proper reimbursement/payment request is submitted per the terms contained in [Attachment B](#).
7. DESC has the right to deny all or a portion of any reimbursement/payment due to the Training Institution based upon any of the following: (a) the Training Institution's material failure to comply with any provision in this Agreement or any attachment; (b) material failure to comply with any State of Michigan or DESC policy or procedure or violation of State or Federal law; (c) recoupment of costs disallowed under this or a previous DESC contract with the Training Institution; (d) failure of the State Legislature or Federal Government to provide funding or a reduction in funding; or (e) Debarment or Suspension of Training Institution by any unit of federal, state or local government.
8. For purposes of this section, "material" is defined as any circumstance or non-compliance which (a) constitutes a breach of this Agreement, (b) exposes DESC to liability or loss of funding, (c) negatively impacts the value of this Agreement to DESC or DESC's rights related to this Agreement, (d) jeopardizes DESC's status as a non-profit, IRS 501 (c)(3) entity, (e) tends to diminish DESC's value or reputation as a company in general, or diminishes any aspect of DESC's business with any other organization or individual.

**H. General Training Provisions**

1. The Training Institution shall offer all training program activities at locations known to and approved in advance by DESC. Training program activities conducted outside of the City of Detroit, Michigan must be approved in advance by DESC.
2. Change of training location requests must contain the following: (a) Reason for location change, (b) Effective date of location change; (c) Duration of location change; (d) Physical street address including city, state and zip code of proposed site location; and (e) Contact name and number proposed at site location. Training Institution must provide written requests for location changes to DESC at least 30 days prior to proposed change or as soon as feasible. DESC reserves the right to prohibit any location change requested by the Training Institution.
3. All training locations shall meet the ADA physical standards as established by the Americans with Disabilities act checklist for Readily Achievable Barrier Removal.

**Detroit Employment Solutions Corporation**  
**Master Training Agreement with {TRAINING PROVIDER}**

4. Trainees shall not be admitted into class instruction or receive any training from the Training Institution without prior certified authorization from DESC or its designated authorized official.
5. The Training Institution will provide a comprehensive curriculum to Trainees that is aligned with industry and employer skill needs and meets DESC curriculum evaluation standards. Training Institution must inform DESC of proposed changes and/or modifications to a Training Program's curriculum, instructional delivery methods, instructors, and course materials (i.e., books, etc..) at least 30 days prior to planned implementation. DESC reserves the right to terminate the Agreement Training Program and/or Master Training Agreement if the proposed modifications significantly alter the terms of the Program.
6. Training sites must provide Trainees with assignments designed to keep them engaged in constructive activities, overseen by skilled and qualified instructors. Assignments must correspond to each Trainee's training area in accordance with the applicable Training Program Outline.
7. Training sites must keep accurate time and attendance records to substantiate the Trainee's participation in the training. Such records may be requested and used by DESC prior to payments being made to the Training Institution or in order to substantiate previous payments made to the Training Institution.
8. All Trainees shall be given an orientation, during which Trainees shall be informed of program requirements and objectives, their civil rights and DESC's grievance and complaint procedures.
9. All Trainees placed into training sites operated by entities other than the Training Institution shall require a prior written agreement between all the parties to this Agreement and the training site operator.
10. The Training Institution shall provide training and/or classroom instruction in accordance with each Training Program Outline that is accepted and approved by DESC. Each Trainee will be provided with the same instruction, equipment and materials that are customarily provided to other Trainees who are participating in the same training or classroom instruction.
11. All work and training performed related to this Agreement will comply with the applicable Training Program Outline.
12. DESC and Training Institution shall fully disclose to each Trainee the total financial obligations of the training, the investment being made by DESC designated funds, grants, work study, and any and all other financial contributions made to the education of the Trainee related to this Agreement. Unless the Trainee is an approved Associate's degree or credit-bearing program offered by a Higher Education Act (HEA) Title IV institution, the cost of the program must not exceed DESC's contribution. If the Training Institution requires the Trainee to pay fees and costs that were not disclosed during the review process, DESC reserves the right to terminate the Training Program and/or Master Training Agreement.
13. Training Institution must provide a training program schedule to DESC by due date established by DESC. The Training Institution is expected to adhere to the schedule and begin classes on the date advertised to DESC, its contracted service providers and potential trainees. In the event the Training Institution needs to cancel or reschedule the planned class, due to low attendance or an unforeseen issue, the Training Institution must provide written notice to

**Detroit Employment Solutions Corporation**  
**Master Training Agreement with {TRAINING PROVIDER}**

DESC at least 10 business days prior to the planned start of class. DESC may request a training program schedule from the Training Institution three to four times per year, which will require the Training Institution to schedule class(es) one to four months in advance.

14. The Training Institution must submit current letters of commitment from employers when submitting each Training Program schedule to DESC for review. The letters must be signed by the employer and clearly demonstrate demand for graduates of the program and adequately describe the current and projected employment opportunities with the company. DESC will only approve proposed training programs supported by active employer partnerships and other evidence of demand. In instances where economic conditions are negatively impacting demand for workers, DESC may require the Training Institution to have an employer partner willing to make conditional offers of employment to Trainees before they begin a Training Program. DESC will consider employer letters submitted by the Training Institution, outcomes of graduates from the training program, past performance and results of site visits, and local labor market information when determining whether to approve the proposed program each time a new schedule is submitted. DESC will approve programs that adequately meet the criteria for demand, as defined by DESC, and will identify a maximum number of trainees that can be approved to attend the program. This information will be shared with the Training Institution and the organizations contracted by DESC to provide intake and career services to job seekers.
15. In order to promote customer choice and maximize customer access to career exploration services and training and career options, the Training Institution is prohibited from conducting unauthorized trainee recruitment activities at the Detroit at Work Career Centers or other service locations operated by DESC or its contracted providers. The Training Institution may refer potential trainees to the Detroit at Work Career Center to learn more about available services, including resources available for training. DESC and its contracted providers will inform these referred job seekers about other training programs and available resources. In its discretion, DESC may occasionally organize or facilitate events that enable training institutions to present their respective program(s) to potential Trainees at Career Centers or virtually.

**I. Delegation and Subcontracting**

The parties to this Agreement shall not delegate, assign, or subcontract any obligations or training requirements under this Agreement either in whole or in part.

**J. Disputes**

1. All disputes will be resolved informally between the parties to this Agreement, if possible. For any dispute relating to application of federal or state law, regulations or policy or internal policy of any party, that is not resolved informally, the parties agree to participate in and be bound by determinations resulting from the DESC's grievance, complaint and disallowed costs resolution procedures. Policies available upon request.
2. Agreement to Arbitrate. For any dispute that cannot be resolved by the means described above, the parties consent to the resolution by arbitration of all disputes, controversies, or claims, for which a court otherwise would be authorized by law to grant relief, arising out of, relating to, or associated with this Agreement.

**Detroit Employment Solutions Corporation**  
**Master Training Agreement with {TRAINING PROVIDER}**

- a) The parties agree to comply with the rules and procedures of the American Arbitration Association (AAA).
  - b) This Agreement to Arbitrate does not negate or revoke the application of applicable policies and or regulations issued by the State of Michigan LEO-WD or any other applicable state or federal laws or regulations.
  - c) Training Institution must give written notice and bring any claim against DESC, in arbitration or otherwise, within 180 days after: (a) the last date of the Initial Term for all claims arising during the Initial Term, (b) the last date of the First Renewal Term for all claims arising during the First Renewal Term, or (c) the last date of the Second Renewal Term for all claims arising during the Second Renewal Term. If Training Institution fails to assert a claim within 180 days after the last date of the Term during which it first arose, the claim shall be untimely and deemed waived.
  - d) The written notice shall identify and describe the nature of all claims asserted and the facts on which the claims are based. The notice shall be sent by certified or registered mail, return receipt requested.
3. This Agreement shall be governed by the laws of the State of Michigan. Any legal suit, action or proceeding arising out of this Agreement shall be instituted in the U.S. District Court for the Eastern District of Michigan, or the Third Judicial Circuit Court of the State of Michigan, County of Wayne, and each party irrevocably submits to the exclusive jurisdiction of such court in any such suit, action, or proceeding.

**K. Debarment and Suspension**

The Training Institution certifies that it is not currently subject to nor has it ever been subject to debarment and/or suspension from Federal, State or local contracting and will immediately inform DESC of any future debarment or suspension.

**L. Amendment, Changes, Termination and Cancellation**

- 1. This Agreement may be unilaterally amended by DESC as required by changes in state or federal laws, regulations, rules, policies, procedures or plans. Any unilateral amendment pursuant to this paragraph shall require the issuance of a written change notice to the Training Institution. If, upon receipt of such written notice, the Training Institution does not agree with DESC's unilateral amendment, they shall have the right to: 1) request that DESC further negotiate the unilaterally amended terms and conditions; or 2) terminate this Agreement effective 30 days after written notice to DESC.
- 2. This Agreement may be amended to make adjustments to training programs if required to meet evolving needs of the Training Institution's employer partners identified in the proposal process. The modified training program must continue to focus on the targeted industry and associated occupations described in the Training Institution's proposal. Except as provided in the foregoing paragraph any other amendment of this Agreement shall be at DESC's sole discretion and shall be confirmed in a written amendment, signed by both parties.
- 3. This Agreement shall be terminated if DESC determines that the Training Institution has intentionally circumvented training eligibility requirements, supplied inaccurate information,



**Detroit Employment Solutions Corporation**  
**Master Training Agreement with {TRAINING PROVIDER}**

altered forms, or violated any federal, state, or local laws, ordinances, or regulations. A Training Institution terminated for intentional action(s) shall be ineligible to receive DESC funding for not less than two (2) years after its termination, and, in addition to other remedies available to DESC, shall be liable to DESC for repayment of funds previously received from DESC.

4. DESC may terminate this Agreement at any time during the agreement period upon thirty (30) days written notice to the Training Institution, for any reason, including convenience, without incurring obligation or penalty of any kind, except that the Training Institution shall be reimbursed for actual costs incurred in rendering training through the effective date of termination, pursuant to the terms of this Agreement, the applicable Training Program Outline, and the applicable Pricing Agreement. The effective date of early termination of this Agreement shall be clearly stated in the written notice.
5. This Agreement may also be terminated early in whole or in part for any of the following reasons:
  - a) Default or Breach by any party. If a party identifies a default or breach of this Agreement, it shall give the defaulting/breaching party an opportunity to correct such action. If the action is not corrected, or is unable to be corrected, to the satisfaction of the injured party, the injured party may immediately terminate this Agreement without further liability. Default or breach is defined as the failure to fulfill or comply with the terms and conditions contained in this Agreement, any Attachment, any subsequent Training Program Outline or Pricing Agreement, and any applicable DESC policy or procedure.
  - b) Failure of the State Legislature or the Federal Government to Provide Necessary Funding. In the event that the Michigan Legislature or the Federal government fail to provide funding necessary for payment of this Agreement or there is a reduction in funding, DESC may terminate this Agreement by providing written notice to the Training Institution thirty (30) days prior to the date of termination provided, however, that, in the event the action of the Legislature or Federal government results in an immediate absence or termination of funding, cancellation may be made effective immediately upon delivery of the notice.
  - c) Upon Order of a Court or Direction by the Federal Government. In the event of a court order or order or directive by a Federal agency halting or suspending activities under this Agreement, DESC shall direct the Training Institution to take immediate actions to comply with such order or directive. In the event of termination or suspension of this Agreement under this sub-paragraph, the Training Institution shall, unless otherwise directed by DESC, immediately take all reasonable steps to terminate operations under this Agreement and to avoid and/or minimize further expenditures.
  - d) Criminal Conviction. DESC may immediately terminate this Agreement if an employee of the Training Institution is convicted of a criminal offense that relates to or effects this Agreement. Such offenses include but are not limited to: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, attempting to illegally influence a public employee, or any other criminal offense that clearly reflects upon the business integrity of the Training Institution.

Detroit Employment Solutions Corporation  
**Master Training Agreement with {TRAINING PROVIDER}**

- e) Upon Debarment or Suspension by the Federal Government: this contract may be immediately terminated in the event Training Institution is debarred or suspended from federal contracting during the term of this contract. In the event of termination or suspension of this Contract under this sub-paragraph, Training Institution shall, unless otherwise directed by DESC, immediately take all reasonable steps to terminate Contract operations and to avoid and/or minimize further expenditures.
  - f) Customer Service: DESC may terminate the Contract if Training Institution receives unsatisfactory customer service feedback, comments, or responses, as determined by DESC. Training Institution will be given a reasonable amount of time to cure any unsatisfactory customer service issues, but if the customer service complaints are not corrected by DESC's deadline and to DESC's satisfaction, DESC may terminate this Contract without further obligation or liability except as provided in this Contract.
  - g) Financial stability. If DESC determines that the Training Institution is not financially stable based on Section N, below, DESC may terminate this Agreement effective immediately. A party is considered to be not financially stable if its financial situation negatively impacts the purpose or terms and conditions of this Agreement, violates DESC policy, or violates state or federal law, policy, or regulation.
6. After receipt of a notice of termination, and except as otherwise directed by DESC, the Training Institution shall:
- a) Stop work under this Agreement on the date and to the extent specified in the notice.
  - b) Obligate no additional training related costs beyond the date specified in the notice.
  - c) Preserve all records related to this Agreement and submit to DESC all such records and reports specified by DESC, as of the effective date of termination.
  - d) Submit within thirty (30) days, all invoices for services rendered up to the termination date.

**M. Renewal**

If the Training Institution is interested in renewing this Agreement for a First Renewal Term or Second Renewal Term, it must notify DESC of this desire ninety (90) days prior to the last date of the then-existing Term provided in Section II. Training Institution shall have no enforceable expectation of renewal. Eligibility for renewal of this Agreement may be predicated on the following factors and is at DESC's sole discretion: (1) the Training Institution's eligibility status with the Michigan Talent Connect (MiTC), (2) ongoing evidence that the Training Institution's programs are competitively priced (evaluated by reviewing pricing of similar programs and a proposed line-item average budget from Training Institution for each cohort); (3) its past performance with DESC, (4) future training needs of local employers, job seekers and/or DESC, (5) industry and occupational groups prioritized by the MWDB and DESC, and (6) the availability of funds to DESC. The foregoing is not an exhaustive list, and DESC may consider other factors relevant at the time the request for renewal is made. The Training Institution is responsible for maintaining its eligibility with the Michigan Talent Connect at all times if the Training Program is on DESC's supplemented ETPL.

For Training Institutions that were selected pursuant to the procurement process and through the issuance of a Request for Proposal (RFP) or Funding Opportunity Announcement (FOA),

Detroit Employment Solutions Corporation  
**Master Training Agreement with {TRAINING PROVIDER}**

eligibility for renewal of this Agreement is predicated on the terms and conditions contained in the applicable RFP or FOA and consistent with the procurement requirements of DESC and applicable state and federal law and policy.

**N. Financial Stability**

The Training Institution understands and agrees that upon request it will produce to DESC any relevant and necessary financial records or information to substantiate its financial stability. The financial stability of the Training Institution is essential to carrying out the terms and conditions of this Agreement.

**O. Marketing and Public Relations Requirements**

1. All public communications, marketing and outreach materials related to services delivered under this Agreement must be coordinated and approved by DESC. This includes, but is not limited to, any documents published for use to, customers, Trainees, participants and/or the public at large.
2. Any time the Training Institution is contacted by the media (i.e. social media, television, written publications, radio, etc.) for comment on matters related to this Agreement or any program funded in whole or in part by DESC, it must immediately notify DESC. DESC must provide written approval before any verbal or written response to a media request is made.
3. Services funded in whole or in part by DESC must at all times be represented as "A Detroit at Work program, powered by Detroit Employment Solutions Corporation, a Michigan Works! Agency and proud partner of the American Job Center network". DESC must provide written consent before this is used on any document or by any electronic means (email, social media, internet, etc.).
4. If DESC determines that a provision in this section is violated, this Agreement may be terminated, and the following penalty schedule shall apply:
  - a) \$200.00 for the first offense during this Agreement
  - b) \$500.00 for the second offense during this Agreement
  - c) \$1,000.00 for the third offense during this Agreement
  - d) \$5,000.00 for additional offenses during this Agreement

**P. Performance Measures**

The Training Institution shall adhere to and meet the performance measures outlined in [Attachment C](#). Failure to meet the requirements in [Attachment C](#) may result, at DESC's discretion, in (a) reduced or disallowed costs/payment to the Training Institution, (b) the individual training program being placed on probation and/ or suspended (c) a determination that a breach of this Agreement has occurred, and the Agreement should be terminated.

**Q. Miscellaneous**

1. This Agreement, including all attachments and references incorporated herein, represents the entire Agreement and understanding between the parties. This Agreement supersedes all other prior oral or written understandings, communications, agreements or contracts between the parties.
2. The Training Institution shall not charge any Trainee a fee as a condition of enrollment, or the provision of any services under this Agreement.

Detroit Employment Solutions Corporation  
**Master Training Agreement with {TRAINING PROVIDER}**

3. No Trainee shall be required to join a union as a condition for enrollment in a program related to this Agreement, unless such training involves individuals under a collective bargaining agreement.
4. No party will be liable to the other for, and the parties hereby release each other from, any liability for special, incidental, punitive and/or consequential damages of any kind, nature, or description, including without limitation lost revenues or profits, even if either party had knowledge of the possibility of such potential loss or damage.
5. No party will be liable to the other for any damages of any kind, nature, or description caused by fire, water, accident, weather, riot, strike, act of God, acts of terrorism or any other cause beyond the party's control.
6. No amendment of this Agreement shall be enforceable unless made in writing and duly approved and executed by both parties.
7. This Agreement is for the sole and exclusive benefit of the parties, and none of the parties intend to create a benefit in favor of any other person, entity, or other party including without limitation of any Trainee.
8. In the performance of their respective duties and obligations under this Agreement, the parties are each independent and none of the parties to this Agreement are a partner, joint venture, employee or servant of the other.
9. The parties agree that terms of this Agreement are not a guarantee for business for the Training Institution but rather a pre-negotiated Agreement to the commercial terms and conditions of any training provided by the Training Institution. Training Institution shall have no enforceable expectation of engagement to perform trainings or receive payment for performing any training that is not requested by DESC and documented by a duly agreed and executed Training Program Outline and Pricing Agreement.
10. **Confidentiality and Disclosure of Trainees' Information:**

With respect to the confidential information of any Trainee, Training Institution and/or its employees shall not provide, disclose, or give access to such information to any third party not having a legitimate need to know such information and data, and shall not use this confidential information for any purpose other than performing its services under this Contract. Where Trainee data is collected, the Training Institution understands that any such information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of Training Institution's responsibility with respect to Services provided under this Agreement, is prohibited, unless written consent is obtained from such person receiving training, and in the case of a minor, that of a responsible parent or guardian.

Notwithstanding the foregoing, Training Institution. may disclose the confidential information if required by law, statute, or other legal process; provided that Training Institution: (i) gives DESC prompt written notice of an impending disclosure, (ii) provides reasonable assistance to DESC in opposing or limiting the disclosure, and (iii) makes only such disclosure as is compelled or required.

Detroit Employment Solutions Corporation  
**Master Training Agreement with {TRAINING PROVIDER}**

As used in this Contract, “confidential information” means all information that DESC is required or permitted by law to keep confidential, including Personally Identifiable Information as defined at 2 CFR Part 200.79

**11. Prevention of Fraud and Abuse:**

Training Institution shall ensure that its employees are made aware of and held accountable to the criminal provisions of 18 USC 665, which states:

*Whoever, being an officer, director, agent, or employee of, or connected in any capacity with any agency or organization receiving financial assistance or any funds under title I of the Workforce Innovation and Opportunity Act or Title I of the Workforce Investment Act of 1988 knowingly enrolls an ineligible participant, embezzles, willfully misapplies, steals, or obtains by fraud any of the moneys, funds, assents, or property which are the subject of a financial assistance agreement or contract pursuant to such Act shall be fined under this title or imprisoned for not more than two (2) years, or both; but if the amount so embezzled, misapplied, stolen, or obtained by fraud does not exceed \$1,000, such person shall be fined under this title or imprisoned not more than one (1) year, or both.*

*Whoever, by threat or procuring dismissal of any person from employment or of refusal to renew a contract of employment in connection with a financial assistance agreement or contract under title I of the Workforce Innovation and Opportunity Act or title I of the Workforce Investment Act of 1988 induces any person to give up any money or thing of any value to any person (including such organization or agency receiving funds) shall be fined under this title, or imprisoned not more than one (1) year, or both.*

*Whoever willfully obstructs or impedes or willfully endeavors to obstruct or impede, an investigation or inquiry under title I of the Workforce Innovation and Opportunity Act or title I of the Workforce Investment Act of 1988, or the regulations thereunder, shall be punished by a fine under this title, or by imprisonment for not more than one (1) year, or by both such fine and imprisonment.*

Violation of 18 USC 665 shall result in the disallowance of related Contract funds and may cause termination of this Contract.

SIGNATURES ON THE FOLLOWING PAGE

Detroit Employment Solutions Corporation  
**Master Training Agreement with {TRAINING PROVIDER}**

The undersigned execute this Agreement on behalf of their respective party and by doing so obligate and bind their party to the terms and conditions of this Agreement.

FOR TRAINING INSTITUTION:

**Authorized Signature:**\_\_\_\_\_ **Date:** \_\_\_\_\_

**Authorized Printed Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

FOR DETROIT EMPLOYMENT SOLUTIONS CORPORATION:

**Authorized Signature:**\_\_\_\_\_ **Date:** \_\_\_\_\_

**Authorized Printed Name:** Terri Weems

**Title:** President

Detroit Employment Solutions Corporation  
**Master Training Agreement with {TRAINING PROVIDER}**

**Attachments**

- A. Training Program Outline and Pricing Agreement(s) (Attachment A)
- B. Payment Structure of Individual Training Accounts ([Attachment B](#))
- C. Performance Measures ([Attachment C](#))
- D. Discrimination Policy and Complaint Procedure and acknowledgement ([Attachment D](#))
- E. Non-Discrimination Complaint & Grievance Procedure ([Attachment E](#))

Note that Attachment A is specific to each discrete Master Training Agreement and is not included in this document.



Detroit Employment Solutions Corporation  
Master Training Agreement  
with  
TRAINING PROVIDER  
**PAYMENT STRUCTURE OF INDIVIDUAL TRAINING ACCOUNTS**

**ATTACHMENT B**

The Training Institution hereby agrees to accept training funds for the training program(s) provided pursuant to the Master Training Agreement and all related attachments and will be paid according to the below guidelines. All Training Institutions must adhere to the payment structure identified by provider type and/or program requirements.

Training providers must adhere to the payment structure established by DESC in accordance with the Training Institution type (below). Additionally, all invoice submissions must be accompanied by supporting documentation as described below, or as directed from time to time by DESC, its funders or grantors.

**Type of Training Provider:**

**1. U.S. Department of Labor Registered Apprenticeship:**

Training sponsors may invoice one hundred percent (100%) of the cost of the training program per registered apprentice and after thirty days verified employment. Supporting documentation the apprentice is registered on the U.S. Department of Labor (DOL) Registered Apprenticeship Partners Information Data System (RAPIDS) evidenced through the ETA 671 form or other documentation from RAPIDS to demonstrate apprenticeship status is required.

**2. Higher Education Institutions:**

Higher education institutions shall follow the payment structure outlined for Proprietary Schools with the following additional requirement for classes that follow the institution's semester timeline:

- No purchases of books, supplies or any other expense(s) are permitted after ten (10) business days following the institutions final add/drop period.

**3. Proprietary Schools:**

**Milestone 1:** Fifty percent (50%) of the total training agreement amount will be paid upon receipt of a payment request and documentation that the trainee successfully started the program, following guidelines and required forms established by DESC. Training institutions are eligible to submit a payment request on the 6<sup>th</sup> day after class begins.

**Milestone 2:** Fifty percent (50%) of the total training agreement amount will be paid upon receipt of a payment request and documentation that the trainee successfully completed the program, following guidelines and required forms established by DESC. Payment requests may be submitted for payment no later than 30 calendar days after the completion of training.

**Full Payments (Milestones 1 and 2):** One hundred percent (100%) of the total training agreement amount can be requested for payment upon completion of Milestones 1 and 2 requirements.

The following conditions will apply to ***all*** payments:

- All payment requests and supporting documentation must be complete, accurate, and have the required signatures.
- Payment request must be submitted via DESC's Launchpad system for each individual participant.
- DESC will not accept "batched" or grouped invoices under any circumstance.
- All payment requests must be submitted within thirty (30) calendar days after the completion of the course, module, quarter, semester, or similar equivalent, along with supporting documentation described above. **DESC reserves the right to deny payment to Training Institutions that do not adhere to this due date.**

Detroit Employment Solutions Corporation  
Master Training Agreement  
with  
TRAINING PROVIDER  
**PAYMENT STRUCTURE OF INDIVIDUAL TRAINING ACCOUNTS**

**ATTACHMENT B**

**Training Institution Accounts Receivable Contact Information**

Please provide contact information for the individual who will communicate with DESC related to invoicing and payment processing.

**Accounts Receivable Contact Name**

**Telephone Number**

**Email Address**

**Submittal of Payment Request**

All payment request to DESC for payment must be accompanied by appropriate supporting documentation and submitted via DESC's Launchpad data management system.

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By signing below, the Training Institution acknowledges and accepts the applicable payment structure and conditions described above.

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**Signature of Authorized Signatory Official**

**Title**

**Date**

Detroit Employment Solutions Corporation  
**Master Training Agreement with TRAINING PROVIDER**  
**PERFORMANCE MEASURES**

**Financial Solvency and Past Performance**

All prospective providers must submit to an evaluation process to determine compliancy, programmatic suitability, and financial solvency in line with DESC's training priorities. Successful institutions are expected to be in compliance and possess the necessary credentials at the time of execution of a contract which include:

- All required licenses, bonding, facilities, equipment, and trained personnel necessary to perform the work as required in the Master Training Agreement.
- Compliance with all state of Michigan regulations as well as any other county, local or federal laws or regulations as required to lawfully provide training services.
- If relevant, have a certificate of Incorporation or legal entity established permitting operation as a business.
- Adequate financial resources for the performance of the contract. DESC will evaluate the institution's most recent audited and/or filed financial statements on an annual basis.
- A satisfactory record of integrity, judgment, and performance.
- Most recent safety inspection and proof of compliance with the ADA.

Organizations and individuals are ineligible if they are currently barred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from operating by a federal department/agency, or if they are not in compliance with the state of Michigan Department of Revenue or Internal Revenue Service requirements.

Training institutions and programs that have not been in operation long enough to produce graduates may be granted provisional status until an instructional history is established.

**Performance Measures**

Training providers must adhere to the following performance requirements to remain in good standing to provide training services to DESC customers. At the execution of the Master Training Agreement, organizations must be financially solvent. The program(s) outlined in Attachment A: Training Program Outline and Pricing Agreement must sufficiently prepare graduates to earn an industry-recognized credential as defined and required by the Workforce Innovation and Opportunity Act (WIOA) of 2014 OR be an employer-driven shorter-term job skills program, foundational skills program or customized training program selected by DESC. This applies to all programs regardless of funding source used. To remain in good standing as a training provider, organizations must meet the following performance measures, as evaluated by DESC on a regular (quarterly and annually) basis, using data retrieved from our participant tracking system(s):

- Provide a safe and accessible training location.
- Propose a competitive tuition rate in line with a comprehensive curriculum.
- Maintain an eighty percent (80%) credential attainment rate (percent of trainees who successfully earn an industry-recognized credential after reaching Milestone 1) OR maintain an eighty percent (80%) completion rate if the program is not intended to lead to a credential;
- Maintain a curriculum that achieves training objects as validated by a third-party expert.
- Ensure training programs lead to an industry recognized credential validated by a third-party expert, unless the program is not intended to lead to a credential.
- Maintain the training-related placement rate for all completers negotiated and outlined in Attachment A. Placements are defined as permanent, full- time (at least 30 hours per week) employment and can be validated using documentation accepted by the State of Michigan LEO-WD and the US Department of Labor. Validation documentation may be collected by DESC's contracted service providers and/or the Training Institution. DESC may reject reported placements if they cannot be validated through paystubs, employer documentation, or other accepted documentation; and

Maintain an eighty percent (80%) customer (Trainee and employer) satisfaction rate substantiated by surveys administered by DESC or its contracted partners. Institution must maintain this rate each quarter.

Detroit Employment Solutions Corporation  
 Master Training Agreement with TRAINING PROVIDER  
 PERFORMANCE SURETIES



**ACKNOWLEDGEMENT FOR RECEIPT OF:  
 DISCRIMINATION POLICY AND COMPLAINT PROCEDURE NON-  
 DISCRIMINATION COMPLAINT AND GRIEVANCE POLICY**

**Contract Agreement Title: Master Training Agreement with TRAINING INSTITUTION**

I acknowledge receipt of and agree to follow the Detroit Employment Solutions Corporation's:

- 1) Discrimination Policy and Complaint Procedure ([Attachment D](#))
- 2) Non-Discrimination Complaint & Grievance Procedure ([Attachment E](#))

**For TRAINING INSTITUTION:**

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Signature of Authorized Agent

Title

Date



**DETROIT EMPLOYMENT SOLUTIONS CORPORATION  
A MICHIGAN WORKS! AGENCY**

**DISCRIMINATION POLICY AND COMPLAINT PROCEDURE**

TIA 11-23, C2

EO #2018-002

**SCOPE:** The purpose of this policy is to establish Detroit Employment Solutions Corporation's (DESC's) zero tolerance for discrimination and harassment and establish a process for filing discrimination complaints for participants, subgrantees, subcontractors, service providers, employees, One-Stop partners, providers of training services, and other interested parties. This policy also establishes a process for appeals filed by local grant recipients to the Talent Investment Agency (TIA) regarding monitoring findings/issues and other matters.

DESC reserves the right to modify this policy in whole or in part, at any time, at the direction of DESC's leadership.

**BACKGROUND:** Detroit Employment Solutions Corporation and its service providers are responsible for developing, maintaining and making available to participants, and other interested parties, the discrimination policy and complaint procedure, consistent with the Federal and State written policies, which involve the Workforce Innovative and Opportunity Act (WIOA); Temporary Assistance to Needy Families (TANF); Partnership. Accountability. Training and Hope (PATH); Food Assistance Employment and Training (FAE&T); Reed Act; Trade Adjustment Act (TAA) (except requests for redeterminations); and State of Michigan General Fund/General Purpose (GF/GP); and Statewide (SW) as well as other grant funded programs administered by the TIA.

**POLICY:** The Detroit Employment Solutions Corporation (DESC), a Michigan Works! Agency and its service providers shall not discriminate against members of the public based on race, color, religion, sex, (including but not limited to, pregnancy, childbirth and related medical conditions, transgender status and gender identity), national origin (including limited English proficiency [LEP]), age, disability, or political affiliation or belief, or, for beneficiaries, applicants and participants only, on the basis of citizenship or participation in any WIOA Title I-financially assisted program or activity, 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 WIOA Title I-financially assisted program or activity.

DESC's policy is communicated in the following ways:

- **Partnerships** – included in a Memorandum of Understanding (MOU) or other signed agreement with the current DESC Complaint and Grievance Policy attached;
- **Service Providers** – included in the contract language with the current DESC Complaint and Grievance policy attached to the contract.
- **OJT Employers** – included in the contract language with the current DESC Complaint and Grievance policy attached to the contract.

Detroit Employment Solutions Corporation  
 A Michigan Works! Agency  
**DISCRIMINATION POLICY AND COMPLAINT PROCEDURE**  
 TIA PI 18-09 and 29 CFR 38, et seq.  
 DESC EO 2018-002

- **Other Interested Parties** – instructions for obtaining a current copy of DESC’s Complaint and Grievance policy will be posted in all One-Stop Service Center locations in areas that are accessible by the public. Hard or electronic copies are available to the public upon request.

DESC and its service providers shall conduct their activities using safeguards to prevent discrimination and promote employment opportunities for all job-seekers. While DESC cannot guarantee that service providers will ultimately avoid liability under laws described herein by following this policy, this policy represents practical steps to aid compliance with the law.

DESC and its service providers should refrain from screening and refusing to make referrals due to any criteria that may have a disparate impact upon a protected class and is not job related and consistent with business necessity. Such criteria may include, but is not limited to, a job seeker’s:

1. Criminal history or arrest record;
2. Job skills assessment scores;
3. Medical or personality tests;
4. Credit history;
5. Ability to present proof of United States citizenship; and
6. Degree or licensing requirements.

If an employer requests that DESC or a service provider screen or refuse to make referrals to that employer based upon any criteria that may have a disparate impact upon a protected class, DESC or the service provider is directed to consult with the requesting employer to ensure that such requirements are job related and consistent with business necessity.

All DESC service providers will distribute copies of DESC’s Discrimination Policy and Complaint and Procedure, Non-Discrimination Complaint and Grievance Policy Procedure, Zero Tolerance on Sexual and other Forms of Harassment Policy, as well as the Equal Opportunity is the Law document at Orientation sessions. Participants must sign and date documentation acknowledging receipt of, and agreement to follow the discrimination, complaint and grievance policies and procedures outlined in these policies.

For individuals with Limited English Proficiency (LEP), the Discrimination Policy and Complaint Procedure will need to be translated into their primary language. Complaints of discrimination filed by LEP customers, unless filed by the complainant’s authorized representative as established in DESC’s Providing Access to Services for Individuals with Limited English Proficiency (LEP), are to be submitted by the complainant in writing in his/her primary language. All subsequent interaction and communications with the complainant must be conducted in accordance with protocols established in DESC’s language assistance plan and in a manner, which ensures that the complainant can understand and effectively participate in all phases of the discrimination policy and complaint process.

DESC’s signed Acknowledgement form and related documents shall be maintained and accessible for review by the State of Michigan, Talent Investment Agency.

**NOTICE AND COMMUNICATION REQUIREMENTS:** DESC’s Discrimination Policy and Complaint Procedure must be posted in public areas and where administration and program services are provided and must be accessible to persons with disabilities or other barriers, as required by law.

Detroit Employment Solutions Corporation  
A Michigan Works! Agency  
**DISCRIMINATION POLICY AND COMPLAINT PROCEDURE**  
TIA PI 18-09 and 29 CFR 38, et seq.  
DESC EO 2018-002

All recipients must provide initial and continuous notice of equal opportunity to the following parties:

- Registrants, applicants and eligible applicants/registrants;
- Participants;
- Applicants for employment and employees;
- Unions or professional organizations that hold collective bargaining or professional agreements with the recipient;
- Subrecipients that receive WIOA Title I financial assistance from the recipient; and
- Members of the public, including those with impaired vision or hearing and those with limited English proficiency.

**POSTING:** DESC and its service providers must assure that a general statement of discrimination is:

- Disseminated in internal memorandum and other written communications;
- Included in handbooks and manuals;
- Included on all recruitment brochures, media messages, and other materials distributed to the public to describe agency programs, activities, and participation requirements.
- Posted on internet sites and other electronic communication networks; and
- Referenced on all employment documentation.

**EQUAL OPPORTUNITY (EO) COMPLIANCE:** Where space permits, it is recommended that recipients use an appropriate full statement of EO Compliance and are expected to post DESC's Equal Opportunity Policy in complying with the agreement. Where space is limited on program promotion and other selected agency publications, the notice requirement may be met through EO taglines stating that the agency is an:

- "Equal Opportunity employer/program", and that
- "Auxiliary aids and services are available upon request to individuals with disabilities."

Documents that must carry an EO notice or the tagline(s), as appropriate, include, but are not limited to:

- Agency Letterhead
- Request for Proposals
- Brochures and Pamphlets
- Meeting Notices
- Customer Program Application Forms
- Employment Application Forms
- Participant/Employee Recruitment Materials
- PowerPoint Presentations used for Public Presentations
  - Messages/Broadcasts and
- Other routine agency communications ordinarily released to the general public

**APPLICABILITY:** This policy extends to any individual or beneficiary participating in the Workforce Innovation and Opportunity Act (WIOA); Temporary Assistance for Needy Families (TANF); Partnership. Accountability. Training. and Hope (PATH); Food Assistance Employment and Training (FAE&T); Wagner Peyser; Trade Adjustment Act (TAA) (except requests for re-determinations); and State of



Detroit Employment Solutions Corporation  
A Michigan Works! Agency  
**DISCRIMINATION POLICY AND COMPLAINT PROCEDURE**  
TIA PI 18-09 and 29 CFR 38, et seq.  
DESC EO 2018-002

Michigan General Fund/General Purpose (GF/GP) and Statewide (SW) as well as other grant funded programs administered by the Talent Investment Agency (TIA), State of Michigan.

**DISCRIMINATION PROHIBITED BASED ON DISABILITY:** A “qualified individual with a disability” is defined, with respect to employment, as an individual who satisfies the requisite skill, experience, education, and other job-related requirements of the employment position such individual holds or desires, and who, with or without reasonable accommodation, can perform the essential functions of such position.

A “qualified individual with a disability” is defined, with respect to aid, benefits, service or training, as an individual who, with or without auxiliary aids and services, reasonable accommodations, and/or reasonable modifications in policies, practices and procedures, meets the essential eligibility requirements for the receipt of such aid, benefits, services or training.

In providing any aid, benefit, service, or training under a WIOA Title I-financially assisted program or activity, a recipient must not, on the basis of disability:

- Deny a qualified individual with a disability the opportunity to participate in or benefit from the aid, benefit, service or training, including meaningful opportunities to seek employment.
- Afford a qualified individual with a disability an opportunity to participate in or benefit from the aid, benefits, services or training that is not equal to that afforded to others.
- Provide a qualified individual with a disability with any aid, benefit, service or training that is not as effective in affording equal opportunity to obtain the same result, to obtain the same benefit, or to reach the same level of achievement as that provided to others.
- Provide different, segregated, or separate aid, benefit, service or training to individuals with disabilities, or to any class of individuals with disabilities, unless such action is necessary to provide qualified individuals with disabilities equally effective assistance as provided to others.
- Deny a qualified individual with a disability the opportunity to participate as a member of planning or advisory boards; or
- Otherwise limit a qualified individual with a disability in employment any right, privilege, advantage, or opportunity enjoyed by others receiving aid, benefit, service or training.
- Recipients are not required to provide any of the following to individuals:
  - Personal services, such as wheelchairs;
  - Individually prescribed devices, such as prescription eyeglasses or hearing aids;
  - Readers or personal use or study, or
  - Services of a personal nature, including assistance in eating, toileting, and dressing.

**ACCESSIBILITY REQUIREMENTS:** No qualified individual with a disability may be excluded from participation in, or be denied the benefits of a recipient’s service, program, or activity or be subjected to discrimination by any recipient because a recipient’s facilities are inaccessible or unusable by individuals with disabilities.

Detroit Employment Solutions Corporation  
A Michigan Works! Agency  
**DISCRIMINATION POLICY AND COMPLAINT PROCEDURE**  
TIA PI 18-09 and 29 CFR 38, et seq.  
DESC EO 2018-002

All WIOA Title I-financially assisted programs and activities must be programmatically accessible, which includes providing reasonable accommodations for individuals with disabilities, making reasonable modifications to policies, practices, and procedures, administering programs in the most integrated setting appropriate, communicating with persons with disabilities as effectively as with others, and providing appropriate auxiliary aids or services, including assistive technology devices and services, where necessary to afford individuals with disabilities an equal opportunity to participate in, and enjoy the benefits of, the program or activity.

**DISCRIMINATION PROHIBITED BASED ON LIMITED ENGLISH PROFICIENCY (LEP):** A recipient must take reasonable steps to ensure meaningful access to each LEP individual to ensure they are able to participate in the program or activity. These steps may include, but are not limited to, an assessment of LEP individuals to determine assistance needs, providing oral interpretations or written translation of materials and outreach to LEP communities to improve service delivery.

Any language assistance services, whether oral interpretation or written translation, must be accurate, provided in a timely manner and free of charge. Language assistance will be considered timely when it is provided at a place and time that ensures equal access and avoids the delay or denial of any aid, benefit, service, or training at issue.

For languages spoken by a significant number or portion of the population eligible to be served, or likely to be encountered, a recipient must translate vital information in written materials into these languages and make the translations readily available in hard copy, upon request, or electronically. Written training materials offered or used within employment-related training programs are excluded from these translation requirements; however, recipients must take reasonable steps to ensure meaningful access. Recipients must also include a “Babel notice,” indicating that language assistance is available, in all communications or vital information.

**WHO MAY FILE A DISCRIMINATION COMPLAINT:** Any person or their representative may file a written complaint if they are being discriminated against on any covered basis or if they have been or are being retaliated against.

**TIME LIMIT:** A written complaint must be filed within one hundred eighty (180) days of the alleged discrimination or retaliation.

**WHERE TO FILE:** Complaint’s may be filed with the Detroit Employment Solutions Corporation’s Equal Opportunity Officer, or the Director of Civil Rights Center (CRC). If a complaint is filed directly with the CRC Director, the Director may extend the 180-day filing time for good cause shown. The complete addresses are as follows:

<b>Detroit Employment Solutions Corporation</b> EO Officer 440 E. Congress, 4 <sup>th</sup> Floor Detroit, MI 48226 Telephone: (313) 628-2207 Fax: (313) 628-2272 TTY: 711	<b>Director</b> Civil Rights Center U.S. Department of Labor Room N-4123 200 Constitution Avenue, NW Washington, D.C. 20210
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Detroit Employment Solutions Corporation  
A Michigan Works! Agency  
**DISCRIMINATION POLICY AND COMPLAINT PROCEDURE**  
TIA PI 18-09 and 29 CFR 38, et seq.  
DESC EO 2018-002

**COMPLAINT CONTENT:** A complainant or his/her authorized representative may file a complaint by completing and submitting the attached Complaint Information form (CIF). However, the complainant may submit his/her written complaint without using the CIF. The complaint must contain the following information.

- a. The complainant's name, mailing address, and if, available, email address (or other means of contacting the complainant).
- b. The identity of the respondent (the individual or the entity that the complainant alleges is responsible for the discrimination).
- c. A description of the complainant's allegations which includes enough detail to determine if:
  - a. The responsive agency has jurisdiction over the complaint;
  - b. The complaint was filed in time, and;
  - c. The complaint has apparent merit.
- d. The written or electronic signature of the complainant or the complainant's representative.

**COMPLAINT PROCESSING PROCEDURES:** The EO Officer will review the complaint issue(s) within ten (10) days of receipt of the complaint. If the EO Officer is not able to complete the review within ten (10) days, the complainant will be notified of the need to extend the review period. The letter of notification shall indicate that the EO Officer is in the process of reviewing the issue(s) raised in the complaint and shall specify a date by which the complainant will be notified of the EO Officer's determination.

Upon receipt of the complaint, the EO Officer will send an initial written notice to the complainant that shall include the following information:

- a. An acknowledgement that the recipient has received the complaint;
- b. Notice that the complainant has the right to be represented in the complaint process;
- c. Notice the rights contained in 29 CFR 38.35 [EO Notice];
- d. Notice that the complainant has the right to request and receive, at no cost, auxiliary aids, and services, language assistance services, and that this notice will be translated into the non-English languages.

If the EO Officer has jurisdiction of the complaint, the EO Officer will send an acknowledgement that shall include the following information:

- a. A list of the issues raised in the complaint; and
- b. For each issue raised, a statement whether the recipient will accept the issue for investigation or reject the issue, and the reason for each rejection.

If the EO Officer **does not have jurisdiction** over the complaint, the EO Officer must notify the complainant in writing within five (5) business days of making such a determination. The Notice of Lack of Jurisdiction letter must include the following information:

Detroit Employment Solutions Corporation  
A Michigan Works! Agency  
**DISCRIMINATION POLICY AND COMPLAINT PROCEDURE**  
TIA PI 18-09 and 29 CFR 38, et seq.  
DESC EO 2018-002

- a. A statement of the reasons for the determination of no jurisdiction; and
- b. Notification that complainant has a right to file a complaint with the CRC within thirty (30) days of the date on which he/she received Notice.

**ALTERNATIVE DISPUTE RESOLUTION:** The EO Officer will provide the complainant with an opportunity to choose either the Alternative Dispute Resolution/Mediation (ADR) or the Investigative Fact-Finding method to resolve his/her complaint. The choice as to whether DESC uses the ADR or Fact-Finding process in resolving a discrimination complaint, is the decision of the complainant. The EO Officer, in facilitating the ADR process, shall:

- a. Notify the complainant of his/her right to choose whether to use the ADR or the Investigative Fact-Finding procedure.
- b. Notify the complainant that he/she has seven (7) calendar days to make a selection. After receipt of the complainant's selection, the EO Officer will notify the respondent(s) identified in the complaint. The notice shall provide:
  - a. A summary of the complaint and the method by which the EO Officer will seek to resolve the dispute; and
  - b. Notification that any form of retaliation is prohibited.
- c. The complainant may attempt ADR at any time after the complaint is filed, but before the Notice of Final Action has been issued.
- d. Inform the complainant that he/she will be allowed to use the investigative procedure if all parties to the dispute do not agree to ADR.
- e. Inform all parties that confidentiality will be maintained and information to third parties shall be provided only on a need-to-know basis.
- f. Inform the parties, when appropriate, that the EO Officer will schedule/refer the complaint to ADR in accordance with local procedures.
- g. When ADR results in the negotiation of a settlement agreement between the parties, a confidential statement of agreement shall be developed as part of the mediation session and shall be signed by all concerned parties. The EO Officer will issue a Notice of Final Action after receiving notification of the settlement agreement. The Notice of Final Action shall include:
  - a. A description of the way the parties resolved the issue; and
  - b. A statement, reminding the parties of options available in the event there is a breach of the negotiated agreements.
- h. A party to any agreement reached under ADR may notify the CRC Director in the event the agreement is breached. In such circumstances, the following rules will apply:
  - a. The non-breaching party may notify the Director within 30 days of the date on which the non-breaching party learns of the alleged breach; and

Detroit Employment Solutions Corporation  
A Michigan Works! Agency  
**DISCRIMINATION POLICY AND COMPLAINT PROCEDURE**  
TIA PI 18-09 and 29 CFR 38, et seq.  
DESC EO 2018-002

- b. The Director must evaluate the circumstances to determine whether the agreement has been breached. If the Director determines that the agreement has been breached, the complaint will be reinstated and processed in accordance with the recipient's procedures.
- i. If the CRC Director determines that the ADR agreement was breached, the complainant may file his/her complaint with the CRC based upon his/her original allegation(s), and the CRC Director will waive the time deadline for filing the complaint.
- j. If the parties do not reach an agreement under ADR, the complainant may file a complaint with the Director of the CRC.

**INVESTIGATIVE PROCEDURE:** Should the complainant elect to have his/her complaint resolved using the Investigative Fact-Finding Process, the EO Officer will conduct the investigation in accordance with local procedures, that shall include, but are not limited to the following:

- An initial interview session with the complainant to gather facts and clarify information regarding the allegation(s);
- An explanation of the reasons underlying each decision;
- Notification of the successive steps that may be available, after State remedies are exhausted, by filing with the CRC.

**COMPLAINT RESOLUTION:** At the conclusion of the investigative process, the EO Officer will issue his/her findings as a Notice of Final Action. The Notice of Final Action must be issued within ninety (90) days of the receipt of the complaint. The Notice of Final Action shall include for each issue raised in the complaint:

- The decision on each issue accepted for investigation;
- An explanation of the reasons underlying each decision;
- A description of the way the parties resolved the issue; and
- Notice that the complainant has the right to file a complaint with the CRC within thirty (30) days of the date on which the Notice of Final Action is received if the complainant is dissatisfied with the recipient's final action.

**APPEAL RIGHTS REVIEW:** If the complaint is not resolved within ninety (90) days, or if the complainant wishes to appeal the local decision, the complaint may be filed with the Civil Rights Center. To be eligible for review, the complaint must be filed within ten (10) days of receipt of the Notice of Final Action. The request should include:

- A signed statement of the issue(s) that remain in dispute or an explanation of why the complainant is dissatisfied with the Local EO Officer's resolution; and
- The scope of any alternative remedy that may be proposed

**SIGNATURES CONTAINED ON NEXT PAGE**

Detroit Employment Solutions Corporation  
A Michigan Works! Agency  
**DISCRIMINATION POLICY AND COMPLAINT PROCEDURE**  
TIA PI 18-09 and 29 CFR 38, et seq.  
DESC EO 2018-002

SIGNATURES CONTAINED FROM PREVIOUS PAGE

TO BE FILLED OUT BY THE INDIVIDUAL/ENTITY INVOLVED IN PROGRAM ACTIVITIES

I have read, and I understand the Discrimination Policy and Complaint Procedures outlined above:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_, Michigan Zip code: \_\_\_\_\_

Phone #: \_\_\_\_\_ / Alternate Phone #: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

TO BE FILLED OUT BY THE CONTRACTOR PROVIDING PROGRAM ACTIVITIES

It is understood that a copy of this signed form shall remain on file for at least two years for auditing purposes:

Name of Authorized MWA Service Provider: \_\_\_\_\_

Name of Representative: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

A complete copy of the Federal and State regulations governing the Discrimination Policy and Complaint Procedure is available for review at the Detroit Employment Solutions Corporation, EO Officer, 440 E. Congress, 4<sup>th</sup> Floor, Detroit, MI 48226.

cc: Individual/Entity  
Individual/Entity's File

Detroit Employment Solutions Corporation  
A Michigan Works! Agency  
**DISCRIMINATION POLICY AND COMPLAINT PROCEDURE**  
TIA PI 18-09 and 29 CFR 38, et seq.  
DESC EO 2018-002

DETROIT EMPLOYMENT SOLUTIONS CORPORATION A MICHIGAN WORKS AGENCY  INTERNAL POLICY DOCUMENT Policy No: 2018-01	
<b>Name:</b> <u><b>GRIEVANCE AND COMPLAINT PROCEDURE (NON-DISCRIMINATION)</b></u>	<b>Policy Category</b> Program Policy
<b>Related Federal or State Policy:</b>  <input type="checkbox"/> <a href="#">Workforce Innovation and Opportunity Act (WIOA) of 2014:</a> <input type="checkbox"/> <a href="#">WIOA Final Rule, 20 CFR Part 603, 651, 652, et al;</a> <input type="checkbox"/> Talent Investment Agency PI 11-37, c2; <input type="checkbox"/> 29 CFR et seq.	<b>Effective Date:</b> December 31, 2018
	<b>Expiration:</b>  Continuing
<b>Subject:</b> Grievance and Complaint Policy	<b>Unit Responsible for Review:</b> Program and Service Innovation
<b>Procedures:</b> Filing a complaint and informal resolution and formal hearings	<b>Related DESC Policies:</b> Discrimination Policy and Complaint Procedure

**I. SCOPE:** The purpose of this policy is to establish Detroit Employment Solutions Corporation's (DESC's) process for local-level grievances and complaints filed by participants, subgrantees, subcontractors, service providers, employees, One-Stop partners, providers of training services, and other interested parties. This policy also establishes a process for appeals filed by DESC regarding non-designation of a local area, monitoring findings, incident report findings, single audit resolution findings, single audit resolution findings/issues, and other matters. to the Talent Investment Agency (TIA) regarding monitoring findings/issues and other matters.

The hearing procedures in this policy reflect requirements of federal and state law and are not contested case procedures under the Administrative Procedures Act of 1969 (Public Act 306 of 1969), as amended, being Michigan Compiled Laws Section 24.201 *et. seq.*

The following procedures shall govern the processing of grievances and complaints in accordance with the prescribed programs.

Subject to applicable Federal, State and Local law or regulation, DESC reserves the right to modify this policy in whole or in part, at any time, at the direction of DESC's leadership.

DETROIT EMPLOYMENT SOLUTIONS CORPORATION  
**GRIEVANCE AND COMPLAINT PROCEDURE (NON-DESCRIMINATION)**  
 TIA PI 11-37, c2 and 29 CFR et seq.  
 DESC EO 2018-001

## **II. DEFINITIONS:**

- A. **Appellant:** the party that files the appeal to the TIA and the U.S. Department of Labor (USDOL).
- B. **Days:** means consecutive calendar days, including weekends and holidays.
- C. **Filed:** or filing when used with respect to timelines, means the date of receipt by the intended party.
- D. **Grievance:** a written complaint filed in accordance with this policy.
- E. **Interested Parties:** includes sub-grantees, subcontractors, service providers, employees, One-Stop partners, providers of training services, and other relevant parties.
- F. **Participant:** an individual who has been determined to be eligible to participate in, and who is receiving services under a program covered under this policy.
- G. **Petitioner:** the party that files the grievance.
- H. **Respondent:** the party who argues against the petitioner or appellant.
- I. **Service Providers:** sub-recipients or entities that expend awards received from grant recipients.

**III. BACKGROUND:** DESC and its service providers are responsible for developing, maintaining and making available to participants, and other interested parties, the grievance and complaint procedure, consistent with the Federal and State written policies, which involve the Workforce Innovative and Opportunity Act (WIOA); Temporary Assistance to Needy Families (TANF); Partnership. Accountability. Training and Hope (PATH); Food Assistance Employment and Training (FAE&T); Reed Act; Trade Adjustment Act (TAA) (except requests for redeterminations); and State of Michigan General Fund/General Purpose (GF/GP); and Statewide (SW) as well as other grant funded programs administered by the TIA.

## **IV. POLICY:**

- A. **Communication:** DESC's policy is communicated in the following ways:
  - **One-Stop Partners** – included in a Memorandum of Understanding (MOU) or other signed agreement with the current DESC Complaint and Grievance Policy attached;
  - **Service Providers** – included in the contract language with the current DESC Complaint and Grievance policy attached to the contract.
  - **Employer-Based Training Employers** – included in the contract language with the current DESC Complaint and Grievance policy attached to the contract and advised where policy can be reviewed.



DETROIT EMPLOYMENT SOLUTIONS CORPORATION  
**GRIEVANCE AND COMPLAINT PROCEDURE (NON-DESCRIMINATION)**  
 TIA PI 11-37, c2 and 29 CFR et seq.  
 DESC EO 2018-001

- **Other Interested Parties** – instructions for obtaining a current copy of DESC's Complaint and Grievance policy will be posted in all One-Stop Service Center locations in areas that are accessible by the public. Hard or electronic copies are available to the public upon request.
- **Participants** – signed acknowledgment forms that indicate either the participant has received a copy of the local policy or has received information about the content of the local policy and how to access the entire policy.

This policy and related documentation shall be maintained and available for review by the TIA.

- B. Accessibility:** All processes prescribed in this policy are to be made available in hard copy and/or posted on the agency's public website and must be accessible to persons with disabilities or other barriers, as required by law.
- C. Language Barriers:** Pursuant to 29 CFR 37.35, where a significant number or proportion of limited English-speaking individuals exist, DESC is responsible for making a reasonable effort to assure that the information in this policy will be provided to and understood by limited English-speaking individuals who seek information regarding the grievance procedure.
- D. Monitoring/Tracking:** A monitoring/tracking system must be maintained to document the grievances received and their disposition. DESC is responsible for maintaining these records for review for a period of three years. The retention period begins on the date of the TIA's acceptance of the final closeout report for the grant or contract. Records shall be retained beyond three years if any litigation or audit is begun, or if a claim is instituted involving the grant or agreement covered by the records. In these instances, the records shall be retained until the litigation, audit, or claim has been resolved.
- E. Informal Resolution:** DESC is responsible for making available to participants and interested parties, an opportunity to resolve complaints informally before they become grievances.
- F. Process for the Petitioner:** The process the Petitioner must follow to file a grievance includes:
  - 1. Filing Period:** All grievances related to WIA, WIOA, TANF, FAE&T, Trade Act (except requests for redeterminations), and State of Michigan GF/GP programs funded by the TIA are required to be filed within one year of the date of the event that gave rise to the grievance.

DETROIT EMPLOYMENT SOLUTIONS CORPORATION  
**GRIEVANCE AND COMPLAINT PROCEDURE (NON-DESCRIMINATION)**  
 TIA PI 11-37, c2 and 29 CFR et seq.  
 DESC EO 2018-001

2. **Criteria:** All grievances shall be in writing and contain, to the extent practicable, all the following information:
  - a. The full name, address, and telephone number of the petitioner;
  - b. The full name, address, and telephone number of the respondent(s);
  - c. A clear and concise statement of the facts as alleged, including the pertinent dates, constituting the alleged violation;
  - d. The provision of the act, regulations, grant, contract, or other agreements under the act believed to have been violated;
  - e. The relief requested.
3. **Address:** All grievances, with the exception of DESC employee grievances that must be submitted to DESC Human Resources, shall be submitted to:

**Equal Opportunity Officer**  
 Detroit Employment Solutions Corporation  
 440 E. Congress Street, 4<sup>th</sup> Floor  
 Detroit, Michigan 48226

**G. DESC's Process:** DESC's procedure for handling the grievance includes:

1. **Initial determination:** DESC may reject a grievance for any of the following reasons:
  - a. It lacks merit;
  - b. The petitioner fails to state a grievable issue;
  - c. There is no relief that can be granted;
  - d. The petitioner fails to comply with the procedures prescribed in this policy issuance.

DESC will inform the petitioner in writing of the reason(s) the grievance was rejected. The notification must be issued within 60 days from the date the grievance was filed and will include the opportunity to appeal to the TIA.

2. **Informal Resolution:** DESC will provide an opportunity for an informal resolution of the grievance. If the grievance is settled through the informal resolution process, a written decision shall be issued to the petitioner(s) within 60 days of the filing of the grievance. [Note: The timeline for a hearing decision is the same 60-day window from the date the grievance was filed.]
3. **Hearing:** DESC will provide an opportunity for a hearing for WIA or WIOA related grievances that are not initially rejected, informally resolved or withdrawn.

DETROIT EMPLOYMENT SOLUTIONS CORPORATION  
**GRIEVANCE AND COMPLAINT PROCEDURE (NON-DESCRIMINATION)**  
 TIA PI 11-37, c2 and 29 CFR et seq.  
 DESC EO 2018-001

Should a hearing be held, it shall be conducted within 30 days from the date the grievance was filed, and a decision shall be rendered no later than 60 days from the date the grievance was filed.

- a. **Hearing Notice:** If a hearing is to be conducted, written notice to the involved parties is to be provided. The notice shall include the date, time, place of the hearing and outline the process to present evidence including witnesses. The notice of the hearing shall indicate the issues to be decided. Notice shall be given not less than 10 days prior to the scheduled hearing date.
- b. **Hearing Process:** At a minimum, the hearing process shall include:
  - i. A hearing officer;
  - ii. An opportunity for each party to present witnesses and evidence;
  - iii. An opportunity for each party to ask questions of all witnesses providing testimony at the hearing;
  - iv. A record of the hearing; and
  - v. A list of all evidentiary exhibits presented at the hearing.
  - vi. At the discretion of the hearing officer, there may be an opportunity to exchange evidentiary information prior to the hearing.
- c. **Hearing Decision:** A written decision shall be issued by the hearing officer and shall include the following information:
  - i. Date, time, and place of hearing;
  - ii. Name and address of the petitioner;
  - iii. Name and address of the respondent;
  - iv. Names and addresses of all witnesses called by the parties;
  - v. Information sufficient to identify all evidence presented.
  - vi. A reiteration of the issues raised;
  - vii. A determination of the facts;
  - viii. An analysis of the issues as they relate to the facts;
  - ix. A decision addressing each issue;
  - x. A statement regarding the opportunity to appeal the decision to the TIA.

**H. Appeal to TIA:** The process to appeal a local decision to TIA, includes:

1. If a response to the grievance is not received within the time prescribed (i.e., 60 days from the filing of the grievance), or should either party be dissatisfied with a decision, there is opportunity for an appeal to the TIA.
2. The appeal shall be in writing and shall be filed no later than 10 days from receipt of the adverse local decision, or 10 days from the date a decision was due (i.e., 60 days

DETROIT EMPLOYMENT SOLUTIONS CORPORATION  
**GRIEVANCE AND COMPLAINT PROCEDURE (NON-DESCRIMINATION)**  
 TIA PI 11-37, c2 and 29 CFR et seq.  
 DESC EO 2018-001

from filing of the grievance) but not issued. Appeals shall contain, to the extent practicable, all the following information:

- a) The full name, address, and telephone number of the appellant(s).
  - b) The full name, address, and telephone number of the respondent(s).
  - c) A clear and concise statement of the facts as alleged, including the pertinent dates constituting the alleged violation.
  - d) The provision of the act, regulations, grant, contract, or other agreements under the act believed to have been violated.
  - e) The relief requested.
3. All appeals of a local level grievance decision shall be submitted by certified mail, return receipt requested to:

**Workforce Development Agency**  
 Executive Office  
 Victor Office Center  
 201 N. Washington Square  
 Lansing, MI 48913

**I. Other Requirements:**

1. DESC and its service providers shall conduct their activities using safeguards to promote employment opportunities for all job-seekers. While DESC cannot guarantee that service providers will ultimately avoid liability under laws described herein by following this policy, this policy represents practical steps to aid compliance with the law.
2. All DESC service providers will distribute copies of DESC's Grievance and Complaint Procedure. Participants must sign and date documentation acknowledging receipt of, and agreement to follow the complaint and grievance policies and procedures outlined in these policies.
3. For individuals with Limited English Proficiency (LEP), the Grievance and Complaint Procedure will need to be translated into their primary language. Complaints and grievances filed by LEP customers, unless filed by the complainant's authorized representative as established in DESC's Providing Access to Services for Individuals with Limited English Proficiency (LEP), are to be submitted by the complainant in writing in his/her primary language. All subsequent interaction and communications with the complainant must be conducted in accordance with protocols established in DESC's language assistance plan and in a manner, which ensures that the complainant can understand and effectively participate in all phases of the grievance and complaint process.

DETROIT EMPLOYMENT SOLUTIONS CORPORATION  
**GRIEVANCE AND COMPLAINT PROCEDURE (NON-DISCRIMINATION)**  
 TIA PI 11-37, c2 and 29 CFR et seq.  
 DESC EO 2018-001

4. DESC's signed Acknowledgement form and related documents shall be maintained and accessible for review by the State of Michigan, Talent Investment Agency.

**J. Special Provisions:**

1. **EQUAL OPPORTUNITY:** Complaints alleging violation of the nondiscrimination and Equal Opportunity (EO) provision of state/federal grant programs must be resolved in accordance with the nondiscrimination and EO policy guidelines issued by the TIA.
2. **CRIMINAL CONDUCT:** Known or suspected fraud, abuse, or criminal conduct under the WIA or WIOA shall be reported in accordance with the incident report guidelines issued by the TIA.
3. **TANF DISPLACEMENT:** Pursuant to the PRWORA Regulation 45 CFR 261.70, a grievance may be filed by an affected individual if (1 a recipient of TANF is placed in a position 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 local decision to the TIA.
4. **WIA OR WIOA DISPLACEMENT:** A grievance may be filed by a regular employee displaced by a WIA or WIOA participant who is placed in an employment activity operated with WIA or WIOA funds. Also, a grievance may be filed by a WIA or WIOA participant in an employment activity if the participant is displaced.
5. **BINDING ARBITRATION/COLLECTIVE BARGAINING:** DESC's procedures must provide WIA or WIOA 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.
6. **JURISDICTION:** Depending on the nature of the grievance, TANF and FAE&T program applicant and recipient grievances shall be handled in accordance with DESC or the Michigan Department of Health and Human Services (DHHS) or other applicable procedures. For example, grievances regarding sanctioning or food stamp benefits will be handled by DHHS, while grievance regarding programs administered DESC will be handled by DESC.
7. **WAGNER-PEYSER:** Grievances involving Wagner-Peyser Act activities must be resolved in accordance with the grievance procedures outlined in the Employment

DETROIT EMPLOYMENT SOLUTIONS CORPORATION  
**GRIEVANCE AND COMPLAINT PROCEDURE (NON-DESCRIMINATION)**  
 TIA PI 11-37, c2 and 29 CFR et seq.  
 DESC EO 2018-001

Service Manual, which is available on the One-Stop Management information System. In addition, please refer to the Employment Service Manual for specific guidance regarding work-related complaints that are not program specific, such as: employer hour and wage violations, migrant and seasonal farm worker complaints, and other possible violations of general labor laws.

- K. State Level Review of a Local Decision:** The processes TIA will follow to handle appeals includes:
1. **Evidentiary Documentation:** Within 15 days from the date the appeal is received by TIA, the parties will be contacted to submit all relevant information and documentation generated at the local hearing to the TIA Executive Office.
  2. **TIA Review of the Appeal:** TIA may take any of the following actions:
  3. **Reject the Appeal:** An appeal may be **rejected**, and a final determination issued, for any of the following reasons:
    - a. It lacks merit;
    - b. The appeal does not state a grievable issue;
    - c. There is no relief that can be granted;
    - d. If the appellant fails to comply with the applicable procedures prescribed in this policy (e.g., the 10-day filing requirement).
- L. Hearing:** An opportunity for a hearing must be provided for a WIA or WIOA related appeal of a local level decision unless the appeal is rejected by TIA, the parties agree to waive a hearing, or the appellant withdraws the appeal. If a hearing is to be held, it shall be conducted within 30 days of the receipt of the appeal.
- A hearing is not required for an appeal of a non-WIA or non-WIOA related local level decision.
1. **Hearing Notice:** The parties will be provided written notice of the date, time, and place of the scheduled hearing 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 days prior to the scheduled hearing date.
  2. **Hearing Process:** 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 under this policy issuance) and evidence;

DETROIT EMPLOYMENT SOLUTIONS CORPORATION  
**GRIEVANCE AND COMPLAINT PROCEDURE (NON-DESCRIMINATION)**  
 TIA PI 11-37, c2 and 29 CFR et seq.  
 DESC EO 2018-001

- 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.

3. **Final Decision:** A written decision shall be issued not later than 60 days after the filing of the appeal. The decision shall include the following:

- a) If a hearing is held, the date, time and place of the hearing.
- b) Name and address of the petitioner.
- c) Name and address of the respondent.
- d) If a hearing is held, the names and addresses of all witnesses called by the parties.
- e) If a hearing is held, the information sufficient to identify all evidence presented.
- f) A reiteration of the issues.
- g) A determination of the facts.
- h) An analysis of the issues as they relate to the facts.
- i) A decision addressing each issue.

**M. USDOL Review of a State Level Decision:**

1. In general, a state level decision is final. However, if a decision is not issued by the due date, a WIA or WIOA related appeal may be reviewed by the Secretary of the USDOL if appealed within 60 days after the date the decision was due. A WIA or WIOA related decision may also be appealed by the adversely affected party to the USDOL within 60 days of receipt of the TIA decision. 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 and Training Administration  
 U.S. Department of Labor  
 230 South Dearborn Street, Room 628  
 Chicago, IL 60604

And

DETROIT EMPLOYMENT SOLUTIONS CORPORATION  
**GRIEVANCE AND COMPLAINT PROCEDURE (NON-DESCRIMINATION)**  
TIA PI 11-37, c2 and 29 CFR et seq.  
DESC EO 2018-001

**Talent Investment Agency**  
Executive Office  
Victor Office Center  
201 N. Washington Square  
Lansing, Michigan 48913

**N. Appeal Process for DESC:**

1. DESC may appeal non-designation of local areas, monitoring findings, incident report findings, Single Audit resolution findings/issues, and other matters related to State Workforce Investment programs by filing an appeal with the TIA within 30 days of the adverse decision.
2. Other interested parties may not appeal directly to TIA. To the extent that interested parties are affected by a TIA decision, the interested parties must first file a grievance at the local level.
3. Appeals related to USDOL monitoring findings shall only be reviewed for compliance with USDOL requirements. A record shall be created to forward to USDOL, if applicable.
4. Appeals shall contain, to the extent practicable, all of the following information:
  - a) The full name, address, and telephone number of the appellant(s).
  - b) The full name, address, and telephone number (if any) of the respondent(s).
  - c) A clear and concise statement of the facts as alleged, including the pertinent dates constituting the alleged violation.
  - d) The provision of the act, regulations, grant, contract, or other agreements under the act believed to have been violated.
  - e) The relief requested.
5. **Appeals shall be submitted to:**

**Workforce Development Agency**  
Executive Office  
Victor Office Center  
201 N. Washington Square  
Lansing, Michigan 48913



DETROIT EMPLOYMENT SOLUTIONS CORPORATION  
**GRIEVANCE AND COMPLAINT PROCEDURE (NON-DISCRIMINATION)**  
TIA PI 11-37, c2 and 29 CFR et seq.  
DESC EO 2018-001

6. **Rejection of Appeal:** An appeal may be rejected for any of the following reasons:

- a) It lacks merit.
- b) Does not state a grievable issue.
- c) There is no relief that can be granted.
- d) The petitioner fails to comply with the procedures prescribed in this policy issuance.

7. **Hearing:** An opportunity for a hearing must be provided for a WIA or WIOA related appeal unless the appeal is rejected by TIA, the parties agree to waive a hearing, or the appellant withdraws the appeal. If a hearing is to be held, it shall be conducted within 30 days of the receipt of the appeal.

A hearing is not required for an appeal of a non-WIA or non-WIOA related decision.

8. **Hearing Notice:** The parties 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 10 days prior to the scheduled hearing date.

9. **Hearing Process:** At a minimum, the hearing process shall include all of the following:

- a) A hearing officer.
- b) An opportunity for each party to present witnesses (subpoenas are not authorized under this policy) 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.

10. **Decision:** A written decision shall be issued not later than 60 days after the filing of the appeal. The decision shall include all of the following:

- a) If a hearing is held, the date, time, and place of the hearing.
- b) Name and address of the appellant.
- c) Name and address of the party against whom the appeal is made.
- d) If a hearing is held, the names and addresses of all witnesses called by the parties.

DETROIT EMPLOYMENT SOLUTIONS CORPORATION  
**GRIEVANCE AND COMPLAINT PROCEDURE (NON-DESCRIMINATION)**  
 TIA PI 11-37, c2 and 29 CFR et seq.  
 DESC EO 2018-001

- e) If a hearing is held, information sufficient to identify all evidence presented.
  - f) A reiteration of the issues.
  - g) A determination of the facts.
  - h) An analysis of the issues as they relate to the facts.
  - i) A decision addressing each issue.
11. **USDOL Appeal:** The decision of TIA is final. DESC may appeal noncompliant WIA or WIOA grievance procedures of the TIA to the Secretary of the USDOL. An appeal must be submitted to the Secretary of the USDOL within 60 days of receipt of the TIA decision 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 and Training Administration  
 U.S. Department of Labor  
 230 South Dearborn Street, Room 628  
 Chicago, IL 6060

And

**Workforce Development Agency**  
 Executive Office  
 Victor Office Center  
 201 N. Washington Square Lansing, Michigan 48913

**O. NOTICE AND COMMUNICATION REQUIREMENTS:**

DESC's Grievance and Complaint Procedure must be posted in public areas and where administration and program services are provided and must be accessible to persons with disabilities or other barriers, as required by law.

All recipients must provide initial and continuous notice of equal opportunity to the following parties:

- Registrants, applicants and eligible applicants/registrants;
- Participants;
- Applicants for employment and employees;
- Unions or professional organizations that hold collective bargaining or professional

DETROIT EMPLOYMENT SOLUTIONS CORPORATION  
**GRIEVANCE AND COMPLAINT PROCEDURE (NON-DESCRIMINATION)**  
TIA PI 11-37, c2 and 29 CFR et seq.  
DESC EO 2018-001

- agreements with the recipient;
- Subrecipients that receive WIOA Title I financial assistance from therecipient; and
- Members of the public, including those with impaired vision or hearing and those with limited English proficiency.

**P. APPLICABILITY:**

This policy extends to any individual or beneficiary participating in the Workforce Innovation and Opportunity Act (WIOA); Temporary Assistance for Needy Families (TANF); Partnership. Accountability. Training. and Hope (PATH); Food Assistance Employment and Training (FAE&T); Wagner Peyser; Trade Adjustment Act (TAA) (except requests for re-determinations); and State of Michigan General Fund/General Purpose (GF/GP) and Statewide (SW) as well as other grant funded programs administered by the Talent Investment Agency (TIA), State of Michigan.

SIGNATURES CONTAINED ON NEXT PAGE

DETROIT EMPLOYMENT SOLUTIONS CORPORATION  
**GRIEVANCE AND COMPLAINT PROCEDURE (NON-DESCRIMINATION)**  
 TIA PI 11-37, c2 and 29 CFR et seq.  
 DESC EO 2018-001

**TO BE FILLED OUT BY THE INDIVIDUAL/ENTITY INVOLVED IN PROGRAM ACTIVITIES**

I have read, and I understand the Grievance and Complaint Procedures outlined above:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_, Michigan Zip code: \_\_\_\_\_

Phone #: \_\_\_\_\_ / Alternate Phone #: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**TO BE FILLED OUT BY THE CONTRACTOR PROVIDING PROGRAM ACTIVITIES**

It is understood that a copy of this signed form shall remain on file for at least two years for auditing purposes:

Name of Authorized MWA Service Provider: \_\_\_\_\_

Name of Representative: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

A complete copy of the Federal and State regulations governing the Grievance and Complaint Procedure is available for review at the Detroit Employment Solutions Corporation, in the office of Equal Opportunity Officer, 440 E. Congress, 4<sup>th</sup> Floor, Detroit, MI 48226.

cc: Individual/Entity  
 Individual/Entity's File