

**UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION**

In re:

City of Detroit, Michigan,
Debtor.

Bankruptcy Case No. 13-53846

Judge Thomas J. Tucker

Chapter 9

**CITY OF DETROIT’S MOTION FOR THE ENTRY OF AN ORDER
ENFORCING THE CONFIRMATION ORDER AND BAR DATE ORDER
AGAINST TWW EMPLOYMENT SOLUTIONS, LLC**

The City of Detroit, Michigan (the “City”), by its undersigned counsel, files its *City of Detroit’s Motion for the Entry of an Order Enforcing the Confirmation Order and Bar Date Order Against TWW Employment Solutions, LLC* (the “Motion”). In support of this Motion, the City respectfully states as follows:

I. INTRODUCTION

On August 7, 2018, TWW Employment Solutions, LLC (“TWW”) filed a complaint captioned *TWW Employment Services v. City of Detroit, City of Detroit Workforce Development*[, and] *Detroit Employment Solutions Corporation, Inc.* (“Complaint,” attached as **Exhibit 6-1**)¹ in the Circuit Court for the County of Wayne, commencing case number 18-009704-CK (“State Court Case”). Boiled down to its essence, TWW alleges that, in 2012, the City breached a contract it had

¹ The City does not know why the caption reflects “Employment Services” rather than “Employment Solutions.” Michigan’s online Department of Licensing and Regulatory Affairs (“LARA”) website reflects that TWW Employment Solutions, LLC is the proper registered name for the Plaintiff.



with TWW, which allegedly obligated the City to distribute funds to TWW. *See, e.g.,* Complaint, ¶¶ 8-9, 46. In the Complaint, TWW acknowledges that it holds pre-petition claims against the City, but incorrectly alleges that its claims “cannot be barred by the bankruptcy of Defendant Detroit” because “no general fund money of Defendant Detroit was involved in the administration of the contract.” Complaint, ¶ 15. TWW points to no provision in the confirmed Plan or Bar Date Order (each as defined below) to support this alleged exception because there is none. Indeed, the plain language of the confirmed Plan and Bar Date Order enjoined TWW from filing the Complaint and discharged and barred the claims in the Complaint. Consequently, the City asks this Court to enter an order requiring TWW to dismiss its claims against the City and the Workforce Development Department with prejudice.

II. BACKGROUND

A. TWW’s Complaint

In its Complaint, TWW alleges that, in 2012, it and the City were parties to a contract for “TWW to perform employment services for disadvantaged Detroit residents.” Complaint, ¶ 10. TWW claims that funding for its contract was provided by the state of Michigan through the Department of Licensing and Regulatory Affairs and by the federal government through matching funds. Complaint, ¶ 12. TWW asserts “That no general fund money of Defendant Detroit

was involved in the administration of this contract, and thus cannot be barred by the bankruptcy of Defendant Detroit.”² Complaint, ¶ 15.

The TWW contract was initially administered by the City’s Workforce Development Department (“WDD”). Complaint, ¶ 8. Later, responsibility for administering the contract was transferred to the Detroit Employment Solutions Corporation (“DESC”). *See* Complaint, ¶¶ 51-53. Indeed, WDD no longer exists.³

In its Complaint, TWW admits that it had not complied with certain audit requirements, and thus received a notice in June of 2012 that its contract with the City would not be renewed. Complaint, ¶¶ 16-17, 21. TWW alleges it obtained draft audits to meet the requirements. Complaint, ¶¶ 60-61. TWW attaches an October 9, 2012, letter to its Complaint from DESC, however, that states that draft audits were insufficient and that payment would only be made if final audits were provided to DESC by November 1, 2012. Complaint, Ex. E. A September 19, 2012, email from TWW’s President and CEO insisted that TWW would not release final audits unless it was paid first. Complaint, Ex. D. This suggests that TWW never provided final copies of its audits and thus never met the audit requirements.

² Presumably, by this statement, TWW means that its law suit should not be barred by the City’s bankruptcy, not the contract itself.

³ *See* <http://www.detroitmi.gov/Government/Departments>, which lists “Workforce Development (now Detroit Employment Solutions).” The website refers the reader to the DESC website. A 2016 department listing on the www.detroitmi.gov website does not list the WDD as a City department.

Indeed, although TWW alleges that it complied with “all conditions for payment,” pointing to audits it attaches as Exhibit F to the Complaint, the audit pages attached as Exhibit F are all stamped “DRAFT.” *Compare* Complaint, ¶¶ 60-61 with Exhibit F to the Complaint.

Count I of the Complaint seeks a judgment against the City and against WDD (which no longer exists) for breach of contract. Complaint, ¶¶ 39-49. Although Count I alleges that the City was managing trust funds owed to TWW, it seeks a direct recovery against the City and the now nonexistent WDD. Count II seeks a judgment against DESC, again for breach of contract. Count III seeks a judgment against the City, WDD, and DESC under a theory of quantum meruit.

On September 21, 2018, Marc N. Swanson, counsel for the City, sought concurrence in this Motion from counsel for TWW. Concurrence was not obtained.

B. The City’s Bankruptcy Case.

On July 18, 2013 (“Petition Date”), the City commenced this chapter 9 case (“Bankruptcy Case”).

On October 10, 2013, the City filed its *Motion Pursuant to Section 105, 501 and 503 of the Bankruptcy Code and Bankruptcy Rules 2002 and 3003(c), for Entry of an Order Establishing Bar Dates for Filing Proofs of Claim and Approving Form and Manner of Notice Thereof* (“Bar Date Motion”) [Doc. No.

1146], which was approved by order of this Court on November 21, 2013 (“Bar Date Order”) [Doc. No. 1782].

The Bar Date Order established February 21, 2014 (“General Bar Date”) as the deadline for filing claims against the City. Paragraph 6 of the Bar Date Order states that the

following entities must file a proof of claim on or before the Bar Date...any entity: (i) whose prepetition claim against the City is not listed in the List of Claims or is listed as disputed, contingent or unliquidated; and (ii) that desires to share in any distribution in this bankruptcy case and/or otherwise participate in the proceedings in this bankruptcy case associated with the confirmation of any chapter 9 plan of adjustment proposed by the City....

Bar Date Order, ¶ 6.

Paragraph 22 of the Bar Date Order also provides that:

Pursuant to sections 105(a) of the Bankruptcy Code and Bankruptcy Rule 3003(c)(2), **any entity that is required to file a proof of claim in this case pursuant to the Bankruptcy Code, the Bankruptcy Rules or this Order with respect to a particular claim against the City, but that fails properly to do so by the applicable Bar Date, shall be forever barred, estopped and enjoined from: (a) asserting any claim against the City or property of the City that (i) is in an amount that exceeds the amount, if any, that is identified in the List of Claims on behalf of such entity as undisputed, noncontingent and liquidated or (ii) is of a different nature or a different classification or priority than any Scheduled Claim identified in the List of Claims on behalf of such entity (any such claim under subparagraph (a) of this paragraph being referred to herein as an “Unscheduled Claim”); (b) voting upon, or receiving**

distributions under any Chapter 9 Plan in this case in respect of an Unscheduled Claim; or (c) with respect to any 503(b)(9) Claim or administrative priority claim component of any Rejection Damages Claim, asserting any such priority claim against the City or property of the City.

(emphasis added).

The Bar Date Order also approved the form and manner of notice of the Bar Dates. *See, e.g.*, Bar Date Order, ¶¶ 3, 23-26. TWW was served with notice of the Bar Date Order. *See* Doc. No. 2337-18, page 33 of 134.

The City filed the *Eighth Amended Plan for the Adjustment of Debts of the City of Detroit* (“Plan”) [Doc. No. 8045] on October 22, 2014, and the Court confirmed it on November 12, 2014 (“Confirmation Order”) [Doc. No. 8272]. It became effective on December 10, 2014 [Doc. No. 8649]. TWW did not file a proof of claim or object to the Plan or its confirmation.

The discharge provision in the Plan provides:

Except as provided in the Plan or in the Confirmation Order, the rights afforded under the Plan and the treatment of Claims under the Plan will be in exchange for and in complete satisfaction, discharge and release of all Claims arising on or before the Effective Date. Except as provided in the Plan or in the Confirmation Order, Confirmation will, as of the Effective Date, discharge the City from all Claims or other debts that arose on or before the Effective Date, and all debts of the kind specified in section 502(g), 502(h) or 502(i) of the Bankruptcy Code, whether or not (i) proof of Claim based on such debt is Filed or deemed Filed pursuant to section 501 of the Bankruptcy Code, (ii) a Claim based

on such debt is allowed pursuant to section 502 of the Bankruptcy Code or (ii) the Holder of a Claim based on such debt has accepted the Plan.

Plan, Art. III.D.4, at p.50.

Further, the Plan's injunctive provision states, in pertinent part:

Injunction

On the Effective Date, except as otherwise provided herein or in the Confirmation Order,

- a. all Entities that have been, are or may be holders of Claims against the City . . . shall be permanently enjoined from taking any of the following actions against or affecting the City or its property . . .**
 - 1. commencing, conducting or continuing in any manner, directly or indirectly, any suit, action or other proceeding of any kind against or affecting the City of its property**
 - 5. proceeding in any manner in any place whatsoever that does not conform or comply with the provisions of the Plan or the settlements set forth herein to the extent such settlements have been approved by the Bankruptcy Court in connection with Confirmation of the Plan; and**
 - 6. taking any actions to interfere with the implementation or consummation of the Plan.**

Plan, Art. III.D.5, p. 50-51 (emphasis in original).

The Court retained jurisdiction to enforce the Plan and resolve any suits that may arise in connection with it. Plan, Art. VII.F, G, I, p. 70.

III. ARGUMENT

TWW's suit violates the Bar Date Order and the discharge and injunction provisions in the Plan and Confirmation Order. If TWW thought it had a claim against the City, it needed to file a proof of claim. It did not do so (despite being served with notice of the Bar Date Order) and the February 21, 2014, proof of claim deadline is long past. Bar Date Order, ¶ 4. Further, despite TWW's bald assertion, there are no exceptions in the Bar Date Order or Plan for contractual claims against the City that allegedly did not involve general fund money. Consequently, the filing of the Complaint violates the Plan injunction and the Complaint's claims are barred by the Bar Date Order and discharged by the Plan.

Further, TWW's claims against WDD fail for the additional reason that a department of a municipal corporation "is not a legal entity against whom a suit can be directed." *Haverstick Enters., Inc. v Fin. Fed. Credit, Inc.*, 803 F. Supp. 1251, 1256 (E.D. Mich. 1992), (citing *Moomey v. City of Holland*, 490 F. Supp. 188 (W.D. Mich. 1980) and *Michonski v. City of Detroit*, 162 Mich. App. 485, 413 N.W.2d 438 (1987)). The Sixth Circuit affirmed the dismissal, writing "Under the law of Michigan, a municipal police department is a creature of the municipality. A suit against a city police department in Michigan is one against the city itself, because the city is the real party in interest." 32 F.3d 989 (6th Cir. 1994) (citations

omitted). Thus, even if WDD still existed as a City department (it does not), a law suit could not be brought against it.

IV. CONCLUSION

For the reasons set forth above, the City respectfully requests that this Court enter an order in substantially the same form as the one attached as Exhibit 1, (a) granting the Motion, (b) requiring TWW to dismiss or caused to be dismissed with prejudice the claims against the City and the Workforce Development in the State Court Case pending in the Circuit Court for the County of Wayne; and (c) awarding the City's reasonable attorneys' fees and costs expended in conjunction with this Motion and the State Court Case.

Dated: September 25, 2018

Respectfully submitted,

By: /s/ Marc N. Swanson

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ATTORNEYS FOR THE CITY OF DETROIT

EXHIBIT LIST

Exhibit 1	Proposed Order
Exhibit 2	Notice of Motion and Opportunity to Object
Exhibit 3	N/A
Exhibit 4	Certificate of Service
Exhibit 5	N/A
Exhibit 6-1	TWW Complaint

EXHIBIT 1

**UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION**

In re:

City of Detroit, Michigan,

Debtor.

Bankruptcy Case No. 13-53846

Judge Thomas J. Tucker

Chapter 9

**[PROPOSED] ORDER GRANTING THE CITY OF DETROIT’S MOTION
FOR THE ENTRY OF AN ORDER ENFORCING THE
BAR DATE ORDER AND CONFIRMATION ORDER
AGAINST TWW EMPLOYMENT SOLUTIONS, LLC**

This matter, having come before the Court on the *City of Detroit’s Motion for the Entry of an Order Enforcing the Bar Date Order and Confirmation Order Against TWW Employment Solutions, LLC* (the “Motion”)¹, upon proper notice and a hearing, the Court being fully advised in the premises, and there being good cause to grant the relief requested,

THE COURT ORDERS THAT:

1. The Motion is granted;
2. TWW must dismiss or caused to be dismissed with prejudice the City of Detroit and the Workforce Development Department from case number 18-009704-CK currently pending in the Circuit Court for the County of Wayne (“State Court Case”).

¹ Capitalized terms used but not otherwise defined in this Order shall have the meanings given to them in the Motion.

3. The City is awarded its reasonable attorneys' fees and costs expended in conjunction with this Motion and the State Court Case.

4. The City must file and serve on counsel to TWW an itemization of its attorneys' fees and costs expended in conjunction with the Motion and the State Court Case within 14 days after the entry of this Order.

5. TWW must file any objection to such itemization no later than 14 days after it is served with the City's itemization.

EXHIBIT 2

**UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION**

In re:

City of Detroit, Michigan,

Debtor.

Bankruptcy Case No. 13-53846

Judge Thomas J. Tucker

Chapter 9

**NOTICE AND OPPORTUNITY TO OBJECT TO CITY OF DETROIT'S
MOTION FOR THE ENTRY OF AN ORDER ENFORCING THE
BAR DATE ORDER AND CONFIRMATION ORDER
AGAINST TWW EMPLOYMENT SOLUTIONS, LLC**

PLEASE TAKE NOTICE that on September 25, 2018, the City of Detroit, filed its *City of Detroit's Motion for the Entry of an Order Enforcing the Bar Date Order and Confirmation Order Against TWW Employment Solutions, LLC* ("Motion").

Your rights may be affected. You may wish to review the motion and discuss it with your attorney, if you have one in this bankruptcy case. (If you do not have an attorney, you may wish to consult one.)

If you wish to object to the Court granting the relief sought in the motion, or if you want the Court to otherwise consider your views on the motion, within 14 days, you or your attorney must:

1. Electronically file with the Court a written response, explaining your position at:¹

United States Bankruptcy Court
Eastern District of Michigan
211 West Fort Street
Detroit, Michigan 48226

¹ Response or answer must comply with Federal Rule of Civil Procedure 8(b), (c) and (e).

If you mail your response to the Court for filing, you must mail it early enough that the Court will receive it on or before 14 days from the date below. You must also mail a copy to:

Miller, Canfield, Paddock and Stone, P.L.C.
Attn: Marc N. Swanson
150 West Jefferson, Suite 2500
Detroit, MI 48226

2. If a response is timely filed and served, the Clerk will schedule a hearing on the motion and you will be served with a notice of the date, time, and location of the hearing.
3. If you or your attorney do not take these steps, the Court may decide that you do not oppose the relief sought and may enter an order granting the relief.

Respectfully submitted,

By: /s/ Marc N. Swanson
Marc N. Swanson (P71149)
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swansonm@millercanfield.com

ATTORNEYS FOR THE CITY OF DETROIT

Dated: September 25, 2018

EXHIBIT 3

None

EXHIBIT 4

**UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION**

In re:

City of Detroit, Michigan,

Debtor.

Bankruptcy Case No. 13-53846

Judge Thomas J. Tucker

Chapter 9

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on September 25, 2018, he filed the *City of Detroit's Motion for the Entry of an Order Enforcing the Bar Date Order and Confirmation Order Against TWW Employment Solutions, LLC* ("Motion") using the court's CM/ECF system which provided notice of the filing to all registered participants in this matter. The undersigned further certifies that on the same day, a copy of the Motion was served upon the following via United States mail:

Anthony Adams
7650 2nd Ave, Suite 113
Detroit, MI 48202

By: /s/ Marc N. Swanson
Marc N. Swanson
150 West Jefferson, Suite 2500
Detroit, Michigan 48226
Telephone: (313) 496-7591
Facsimile: (313) 496-8451
swansonm@millercanfield.com

September 25, 2018

EXHIBIT 5

None

EXHIBIT 6-1

TWW Complaint

STATE OF MICHIGAN
IN THE CIRCUIT COURT FOR THE COUNTY OF WAYNE

TWW EMPLOYMENT SERVICES,
Plaintiff,

v

Case No. 2018 - _____ - CK
HON.

CITY OF DETROIT, CITY OF DETROIT
WORKFORCE DEVELOPMENT; DETROIT
EMPLOYMENT SOLUTIONS CORPORATION,
INC.,
Defendants.

Anthony Adams(P33695)
Lynn L. Marine-Adams (P47239)
MARINE ADAMS LAW PC
Counsel for the Plaintiff
7650 2nd Ave., Suite 113
Detroit, Michigan 48202
(313) 961-5535; Fax (313) 961-9897
aadams@marineadamslawpc.com

There are no prior cases between the Parties.

VERIFIED COMPLAINT

NOW COMES Plaintiff, TWW Employment Solutions, LLC, by and through its attorneys, Marine Adams Law PC, and for its Verified Complaint against the City of Detroit, City of Detroit Workforce Development Department and Detroit Employment Services Corporation, Inc. collectively referred to as Defendants states as follows:

PARTIES

1. Plaintiff, TWW Employment Solutions, LLC ("TWW") is a Michigan limited liability corporation existing under the laws of the state of Michigan.
2. TWW is a female owned minority business.

3. Defendant, City of Detroit ("Detroit"), is a corporate body politic organized and existing under the laws of the state of Michigan.

4. Defendant, Detroit Workforce Development Department ("WDD"), is formally a department of the city of Detroit.

5. Detroit Employment Solutions Corporation, Inc. ("DESC") is a non-profit corporation existing under the laws of the state of Michigan and is a successor entity of Detroit Workforce Development Department.

JURISDICTION

6. Jurisdiction is appropriate because the amount in controversy is Four Hundred Six Hundred and Sixty-Six Thousand Eight Hundred and Twenty-Five (\$466,825.00)

VENUE

7. Venue is appropriate in the 3rd Judicial Circuit of Michigan as the actions complained of occurred in the city of Detroit, Wayne County, Michigan.

GENERAL ALLEGATIONS

8. Plaintiff, TWW had a contract with the city of Detroit through WDD.

9. The contract allowed TWW to perform employment services for disadvantaged Detroit residents.

10. TWW was, in fact, once of WDD's most successful contractors in job readiness for Detroit residents.

11. A copy of TWW's contract is attached as Exhibit A.

12. That funding for this program came from the state of Michigan Department of Licensing and Regulatory Affairs as provided under statutes of the state of Michigan and matched by federal funds for job employment and training.

13. TWW's contract with the city of Detroit was a cost reimbursable contract.

14. TWW had, in fact, to expend money in order to receive reimbursement from the Defendants.

15. That no general fund money of Defendant Detroit was involved in the administration of this contract, and thus cannot be barred by the bankruptcy of Defendant Detroit.

16. On June 7, 2012 the former Executive Director of TWW received a Notice of Contract Non-Renewal from WDD.

17. A portion of the rationale for non-renewal resulted from the fact that TWW had not completed audits for fiscal years 2008, 2009 and 2010.

18. As a result of TWW's failure to obtain the necessary audits, WDD stood to lose Five Million Two Hundred and Thirty-Five Thousand and Seven Hundred and Sixteen Dollars and Four Cents (\$5,235,716.04) in state and federal funds.

TWW had, in fact, paid a retainer for the audits to be completed.

19. TWW did, in fact obtain the necessary draft audits, and Defendants Detroit and WDD did not lose any federal or state grant money to pay all costs under this contract.

20. This letter indicated that their final service delivery date would be August 31, 2012.

21. A copy of said Notice of Contract Non-Renewal is attached as Exhibit B.

22. As of the date of Non-Renewal TWW had an outstanding balance of Four Hundred and Eighty-Thousand Three Hundred and Thirty-Nine Dollars and Seventy-Nine Cents (\$486,339.79) remaining under its contract.

TWW has, inf act, expended all amounts due and owing to it for services rendered.

23. In addition, TWW also received another letter dated June 7, 2017, which indicated that WDD was de-obligating \$254,000.00 from its contract to transfer services to another vendor.

24. That the amount WDD established to de-obligate was based on the Defendants City of Detroit and WDD's erroneous assumption that the Plaintiff had not expended amounts remaining under the contract.

25. That TWW had in fact expended amounts above the amounts stated by the Executive Director of WDD to be de-obligated.

26. Because of the hap hazard manner of close out by Defendant WDD, TWW continued to provide services to the bulk of clients under its contract with the full knowledge and consent of WDD.

27. A copy of the de-obligation letter is attached as Exhibit C.

28. That upon information and belief the contract funds were never de-obligated in Defendant Detroit's financial systems.

29. Under the June 7, 2012 non-renewal letter WDD was supposed to initiate contract close out actions which required WDD performing certain tasks relative to finalizing the contract. TWW notes for the record that it finalized all actions required by it under the close out process identified in the June 7, 2012 de-obligation letter.

30. In accordance with the terms and conditions of their contract and services delivered and received by WDD TWW had outstanding direct and reimbursable expenses totaling Four Hundred and Sixty-Six Thousand Eight Hundred and Twenty-Five (\$466,825.00).

31. A copy of said final invoices is attached as Exhibit D.

32. In accordance with the contract TWW has requested payment of these expenses.

33. To date, TWW has not received any federal or state reimbursement for actual expenses incurred in delivery of the services under the contract.

34. Pursuant to the terms and conditions of the contract, TWW is entitled to recover all amounts and expenses incurred prior to the Notice of Contract Non-Renewal and through the final date of service delivery, which was August 31, 2012.

35. The validity of this contract was recognized by Detroit Employment Services Corporation in a letter to TWW dated October 9, 2012. attached as **Exhibit E**.

36. That in that letter the former President and CEO of DESC, who had also served as Executive Director of WDD, indicated that TWW would receive its final payment provided the requirements of the letter were met.

37. TWW, in fact, complied with all the terms and conditions of this letter and did not receive any compensation for services rendered.

38. Upon information and belief all other contracts who were closed out during this period received their funding.

**COUNT I
CITY OF DETROIT AND DETROIT WORKFORCE DEVELOPMENT DEPARTMENT
(BREACH OF CONTRACT)**

39. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 38.

40. The City of Detroit was a recipient of federal and state funds to fund job employment training efforts through WDD.

41. That contracts under this program did not involve any general fund money from the city of Detroit.

42. The city of Detroit, through WDD, was responsible for administering this program in a manner consistent with federal and state guidelines, and in accordance with its contract terms.

43. The city of Detroit was a trustee for these funds for the benefit of contractors performing services under the program.

44. As trustee the city of Detroit had a fiduciary obligation to properly expend funds administered under this program.

45. That TWW, as contractor WDD, was a beneficiary of these funds.

46. That the City of Detroit and WDD breached its contractual duty by failing to properly close out TWW's contract and reimburse it for actual expenses incurred for work performed for the program.

47. That the City of Detroit's and WDD's failure to pay outstanding balance is a breach of TWW's contract with the City of Detroit.

48. That TWW is entitled to recover against the City of Detroit and WDD for its breach of the terms and conditions of the contract.

49. Specifically, Defendants failed to follow the termination provision as outlined in Section XVI of its contract with Defendants city of Detroit and WDD.

WHEREFORE, Plaintiff, TWW is entitled to recover all outstanding of its contract against Detroit in the amount of \$466,825.00 for Defendants City of Detroit and WDD's breach of contract.

**COUNT II
DETROIT EMPLOYMENT SOLUTIONS CORPORATION
(BREACH OF CONTRACT)**

50. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 49.

51. Defendant Detroit Employment Solutions Corporation is a successor entity to the city of Detroit's Workforce Development Department.

52. DESC was chartered by Defendant Detroit to carry out its responsibilities to provide job employment and training for Detroit residents.

53. That upon information and belief DESC succeeded to the obligations of Workforce Development Department.

54. That is acceptance and assignment of the obligations of TWW's contract are recognized by its letter to TWW dated October 9, 2012, a copy of which is attached as **Exhibit E**.

55. That the October 9, 2012 letter spelled out certain preconditions to TWW receiving final payment.

56. The first condition was for DESC to complete a walkthrough of the TWW facility to inventory equipment for pick-up.

57. That the inventory was in fact conducted by DESC.

58. The second precondition established by DESC was to pick up the equipment from TWW.

59. DESC did in fact pick up the equipment it inventoried.

60. The third precondition for payment was the release of Forty Thousand (\$40,000.00) dollars towards its final payment to TWW upon receipt of all past due Single Audits reports for 2008, 2009 and 2011.

61. That copies of said audits are attached as **Exhibits F**.

62. That having satisfied all conditions established for payment DESC is liable for the balance of the contract amounts expended by TWW in delivery of its services to the corporation.

63. DESC it is directly liable for its failure to perform the contract in accordance with its terms and conditions.

WHEREFORE, Plaintiff, TWW is entitled to recover all outstanding of its contract against Detroit in the amount of \$466,825.00 for Defendant DESC's breach of contract.

COUNT III
QUANTUM MERUIT (ALTERNATIVE THEORY OF RECOVERY)

64. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 63.

65. The Plaintiff rendered services to clients of the Defendants in a manner consistent with the guidelines established by the program.

66. That because of the nature of the contract Plaintiff had to expend monies to provide services for the Defendants to receive compensation under the terms and conditions of the contract.

67. This contract is termed a "cost reimbursable" contract.

68. Plaintiff expended in excess of \$466,825.00 performing services for the Defendants.

69. That copies of Plaintiff's invoices are attached as Exhibit B

70. That the services performed by the Plaintiff was with the full consent of all the Defendants.

71. Plaintiff having expended these funds, is now entitled to recover all amounts due and owing for services rendered on behalf of the Defendants.

WHEREFORE, Plaintiff is entitled to recover \$466,825.00 and all fees, cost and expenses incurred as a result of bringing this action.

By: 
Terrie Weathers Henderson

Respectfully submitted,

MARINE ADAMS LAW, PC

By: /s/ Anthony Adams
Anthony Adams, Esq. (P33965)
Counsel for Plaintiff
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Detroit, MI 48202
(313)961-5535; Fax (313) 961-9897
aadams@marineadamslawpc.com
lmadams@marineadamslawpc.com

Dated: August 3, 2018

Marine Adams Law PC • 7650 2nd Ave, Suite 113 • Detroit, MI 48202 • Phone: (313) 961-5535 • Fax: (313) 961-9897

PROOF OF SERVICE: The undersigned certifies that a copy of the forgoing VERIFIED COMPLAINT WITH EXHIBITS was served upon the attorneys of record, or parties appearing in pro per, in the above matter by causing the same to be:

Served upon them via MiFile True Filing and U.S. Mail.

on August 7, 2018.



ANTHONY ADAMS, ESQ.

EXHIBIT A

JOBS, EDUCATION & TRAINING
CONTRACT FOR DETROIT WORKFORCE DEVELOPMENT — T — LINE-ITEM

DETROIT WORKFORCE
DEVELOPMENT DEPARTMENT
151 W. Fort Street
Detroit, MI 48226

CONTRACTOR: TWW Employment Solutions
151 W. Fort Street
Detroit, MI 48226

CONTRACT
2854040

FEDERAL I.D. # 38-2778996

MODIFICATION
#

A. PROGRAM:

- (1) Applicable Regulations: Jobs, Education & Training (JET), TANF X State GF/GP NA
(2) Jobs, Education & Training Activity: Job Search / Job Placement X Job/Voc. Skills NA
OJT NA CWEP NA OTHER NA (Specify) NA
(3) Project Name: Job Search/Job Readiness

B. GRANT RECIPIENT OBLIGATION: INITIAL X MODIFIED NA \$ 1,049,890.00

C. PERFORMANCE PERIOD: INITIAL X MODIFIED NA FROM 10/1/11 TO 9/30/12

D. MODIFICATION: This Modification - INCREASES NA DECREASES NA DOES NOT CHANGE NA the total
Grant Recipient cost of \$ NA by \$ NA for the period: NA to: NA

GRANT SOURCE #	FY	COST CATEGORY	AMOUNT
JET- CFDA # 93.558	12	Direct Client Services	
JET- CFDA # 93.558	12	Information Technology	\$966,789.00
			\$83,101.00
GRANT TOTAL	XXX	XXX	\$1,049,890.00
CONTRACT TOTAL	XXX	XXX	\$1,049,890.00

F. MATCH: This contract NA requires X does not require matching funds. The match is: \$ -0-
G. PROCUREMENT: Contractor is a: Public Agency NA Private-for-Profit X Private-Non-Profit Corporation NA
Partnership NA Sole Proprietorship NA The Contractor has been selected in accordance with appropriate provisions for
Competitive Bidding X

H. FINANCIAL ARRANGEMENTS:

- (1) X Reimbursement (3) NA Special Bank Account (4) Supportive Service Payments
(2) NA Advance Payment (a) X by Detroit Workforce Development Department

INSURANCE AND BONDING:

- (1) X Workers Compensation (3) X Automobile Liability
(2) X Public (General) Liability (4) X Fidelity Bonding at \$ 100,000

CONTENTS: This Contract consists of this page, the Contract Specifications and the attached EXHIBITS numbering 1 through
VIII; and also the following SPECIAL PROVISIONS: 1.2.3

GRAM PLANNER: Barkley Scott PHONE: 313-664-5527 FISCAL PLANNER: George Valikodath PHONE: 313-664-5587

JOBS, EDUCATION & TRAINING

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DEFINITIONS

The following words and expressions or pronouns used in their stead shall wherever they appear in this *Contract*, be construed as follows:

"*Additional Services*" shall mean any *Services* in addition to those set out in *Exhibit I* which are related to fulfilling the objectives herein stated, are not contained in the original *Services* as designated in this *Contract* or any *Exhibit* thereto and are agreed upon by the parties by written *Amendment*.

"*Amendment*" shall mean any and all modifications or changes in this *Contract* that have been mutually agreed upon by the *City* and the *Contractor* in writing, approved by the *City Council* and incorporated herein.

"*Associates*" shall mean in reference to the *Contractor*, its personnel, employees, consultants, subcontractors, agents, parent company, or any entities associated, affiliated, or subsidiary to the *Contractor*, now existing or hereinafter created, their agents and employees.

"*City*" shall mean the City of Detroit, a municipal corporation, acting through the office or Department named in the *Contracts* as contracting for the *Services* herein on behalf of the *City*.

"*City Council*" shall mean the legislative body of the City of Detroit.

"*Contract*" shall mean each of the various provisions and parts of this document including all *Exhibits* and *Amendments* as set forth herein. It shall denote a contract executed and approved by the appropriate *City* Departments or offices and by the *City Council*.

"*Contractor*" shall mean the contracting party hereto, whether incorporated as a firm or individual, or whether a partnership or any combination thereof, and its heirs or successors, personnel, representatives, executors, administrators and assigns.

"*Exhibit I*" shall include the *Statement of Work* and all pertinent data relating to performance of the *Services*.

"*Exhibit II*" shall include the method of payment for the *Contract*, hourly rates, if any, and all the reimbursable expenses allowable, if any, to be paid to the *Contractor* in the performance of the *Services* set forth in this *Contract*.

October 5, 2010

CITY OF DETROIT
BUILDINGS AND SAFETY ENGINEERING DEPARTMENT

PROPERTY CHECK STATEMENT - VIOLATIONS OF RECORD AND/OR FEES DUE

Two Employment Solutions
 Applicant

10-3-11
 Date

151 W. FORT
 Address

943 8382 EXT 1042
 Telephone #

DETROIT MI
 City State

48226
 Zip Code

WE REQUEST A CHECK OF THE DEPARTMENTAL RECORDS TO INDICATE THE CURRENT
 STATUS OF THE PROPERTY LISTED BELOW WITH REGARD TO EXISTING RECORDS,
 VIOLATIONS OF RECORDS AND/OR FEES OWED.

151 W. FORT DET 48226
 Location

Commercial
 Building Use

CASE NO: MRC 11-02574

FOR DEPARTMENTAL USE ONLY						
ROOM NO.	DIVISION	CHECKED BY	DATE	FEES DUE	LP NO.	AMOUNT DUE
401 ^a	MECHANICAL	SH	10/3/11	YES	SEE ATTACHED	
406 ^a	ELECTRICAL	MS	10/3/11		OPEN PERMIT 11-02969	
406 ^a	PLUMBING	SL	10/3/11	YES	SEE ATTACHED	
402 ^a	BUILDINGS	OF	10/3/11	⊖	⊖	⊖
402	LICENSES & PERMITS	NH	10/03/11	yes	see Attached	
412	HOUSING	SA	10/5/11	No		
412 434	DEMOLITION	TA	10/3/11	NO		
412	PROPERTY MAINTENANCE	PLD	10/3/11	312 ^a		312 ^a

NOTE: The Property Check does not constitute a Certificate of Approval nor preclude
 the possibility of latent violations.

Caution: Any delinquency/open fees on this property become the responsibility of the new owner.

REQUEST FOR INCOME TAX CLEARANCE

REQUESTING DEPARTMENT/DIVISION: DWDD CONTACT: C. Mubir PHONE: 664-5519
B. Scott 664-5527Type of Clearance: ☐ New ☐ Renewal (Please submit 30 days prior to submitting bid or expiration date)

To: City of Detroit
Income Tax Division
Coleman A. Young Municipal Center
2 Woodward Avenue, Ste. 512
Detroit, MI 48226

For: Individual
or Company Name TWW EMPLOYMENT SOLUTIONS
Address 151 W. FORT

Phone: (313) 224-3328 or 224-3329

Fax: (313) 224-4588

City

DETROIT MI

State

MIZip Code 48226

Telephone

963 8382Fax # 962-8487

B. Name of Chief Financial Officer/Authorized Contact Person

(Include address if different from above)

WENBY RICKETTTelephone # 963-8382 EXT 1024Fax # 962 8487

Employer Identification or Social Security Number

61-149 4462

Spouse Social Security Number

Nature of Contract: WORK FORCE TRAINING

BID/CONTRACT AMOUNT (if known):

Labor: \$1,249,875

Material: \$

Contract # (if known)

C. ALL QUESTIONS MUST BE ANSWERED TO EXPEDITE APPROVAL PROCESS. ANY QUESTION NOT ANSWERED MAY RESULT IN A DENIAL OF INCOME TAX CLEARANCE

Check One: ☐ Individual ☒ Corporation ☐ Partnership

INDIVIDUALS ANSWER QUESTIONS 1,2,3,4.

1. Have you filed joint returns with spouse during the last seven (7) years? (If yes, include spouse SSN above) ☐ Yes ☐ No

2. Are you a student, and/or claimed as a dependent on someone else's tax return?

☐ Yes☐ No

3. Were you employed during the last seven (7) years?

☐ Yes☐ No

4. Were you a resident of Detroit during the last seven (7) years?

☐ Yes☐ No

CORPORATIONS AND PARTNERSHIPS ANSWER QUESTIONS 5,6,7.

5. Is the company a new business in Detroit? If yes, attach Employer Registration (Form DSS-4).

☐ Yes☒ No

6. Will the company have employees working in Detroit?

☒ Yes☐ No

7. Will the company use sub-contractors or independent contractors in Detroit?

☐ Yes☒ No

D FOR INCOME TAX USE ONLY

Has the contractor complied with the provisions of the City Income Tax Ordinance?

☒ Yes☐ No

Signature

N. ADANANDUS

Date

FEB 07 2012

Expires

FEB 07 2013☐ No

Signature

Date

Expires

☐ Yes☐ No

Signature

Date

Expires

VISIT OUR WEBSITE FOR INFORMATION AND TAX FORMS AT www.ci.detroit.mi.us

PURCHASING DIVISION VENDOR CLEARANCE REQUEST

Submit to: Revenue Collections
Purchasing Vendor
1012 Coleman A. Young Municipal Center
Detroit, MI 48226
(313) 224 - 4087 (Telephone)
(313) 224 - 4238 (Fax)

Nature of Contract JET TRAINING SERVICES
Contract Amount \$1,249,875

Business Type: ☒ Corp ☐ Partnership ☐ Sole Proprietorship ☐ Personal Services

Business Name TWW EMPLOYMENT SOLUTIONS

Business Address 151 W. FORT STREET DETROIT MI 48226

Ward/Item # FORMER ADDRESS 1505 WOODWARD

F.I.D. NO. 61-1494462

City/Personal Property I.D. # 02991802.04

Owner(s) Name TERRIE W HENDERSON

Owner(s) SS# 375 606254

Contact Person TERRIE W HENDERSON

Phone Number 313 463 8382 EXT 1014 313 506 9435

Fax Number 313 463 3412

Owner(s) Home Address 1460 SEMINOLE ☐ Lease ☒ Own

Please do not write below this line for department use only.

Real Property Special Assessment Personal Property Other Receivable

☐ Denied ☐ Denied ☐ Denied ☐ Denied
☒ Approved ☒ Approved ☒ Approved ☒ Approved

Comments: _____

Please mail, fax or drop off this Vendor Request Form to the Revenue Collection Unit at the address indicated above. You will responsible for keeping the clearance and submitting a photocopy to Purchasing with your bid package.

[Signature]
Signature (City of Detroit)

2-10-2012
Date

AUG 15 2012
Expiration Date

City of Detroit
 151 W FORT
 02

<< 2012 Statement (Current Year Statement) >>
 Pages 3 to 4. Other Personal Property

	Claimed Value	Depr	Depr. Value
Section G. Other Assessable Personal Property	0	100	0
Section H. Assessable Tools	0	100	0
Section I. Qualified Personal Property	0	100	0
Section M. Leasehold Improvements	0	TBL	0
Section N. Buildings on Leased Land	0	TBL	0
Section O. Rental Information	0	100	0
13. Idle Equipment	0	TBL	0
14. Construction in Progress	0	50	0
15 & 16. Cable, Utility & Cellular Assets	0	TBL	0

Total Cost New= 0 TCV= 0 Assessed Value= 0

2012 Est. T.C.V. 02990261.04
 Est. TCV/Total Floor Area = 0.00

2011 Assessed	MBOR	S.E.V.	Base for Cap	C.P.I.
0	0	0	0	0.00

2012 New	Eq. Adjustment	Loss	Additions	Tax Adjustment	Losses
0	0	0	0	0	0

2012 Assessed	MBOR	S.E.V.	Capped	->Taxable<-	PRE/MBT
0	0	0	0	0	0

William Plumb

ACCOUNTS RECEIVABLE CLEARANCE FORM
 PLEASE FORWARD IN DUPLICATE TO ROOM 1012
 COLEMAN A. YOUNG MUNICIPAL CENTER
 REVENUE COLLECTIONS - (313) 224-4807

SECTION A: From: CITY ENGINEERING HEALTH CLAW POLICE
 RECREATION WATER & SEWERAGE
 OTHER: DETROIT WORKFORCE DEVELOPMENT DEPARTMENT
 ADDRESS OF DEPARTMENT: 707 W. MILWAUKEE
 CONTACT PERSON: C. MURPHY PHONE NUMBER (313) 664-5519
 DATE SENT: 4/30/11

SECTION B: CORPORATION

CORPORATION NAME: TWW Employment Solutions / former Address 1505 Woodward
 ADDRESS: 151 W. Felt Detroit, MI 48226
 {} OWN {} LEASE {} CURRENT TAX IDENTIFICATION NUMBER: 61-1494462
 OTHER CITY/STATE TAX IDENTIFICATION NUMBER(S) PREVIOUSLY USED: NA 02990261.04
 CONTACT PERSON: Margaret Reimer PHONE NUMBER: (313) 963-8382 EXT 1824
 Wendy Rickett

SECTION C: PARTNERSHIP

BUSINESS NAME:
 ADDRESS:
 DOWN LEASE CURRENT TAX IDENTIFICATION NUMBER:
 OTHER CITY/STATE TAX IDENTIFICATION NUMBER(S) PREVIOUSLY USED:
 A. PARTNER'S NAME: PHONE NUMBER:
 HOME ADDRESS: CITY/STATE/ZIP:
 DOWN LEASE SOCIAL SECURITY NUMBER:
 OTHER CITY PROPERTY OWNED ADDRESSES:
 B. PARTNER'S NAME: PHONE NUMBER:
 HOME ADDRESS: CITY/STATE/ZIP:
 DOWN LEASE SOCIAL SECURITY NUMBER:
 OTHER PROPERTY ADDRESSES OWNED WITHIN DETROIT:
 CONTACT PERSON: PHONE NUMBER:

SECTION D: SOLE PROPRIETORSHIP

OWNER'S NAME:
 HOME ADDRESS:
 CITY/STATE/ZIP: DOWN LEASE
 BUSINESS NAME:
 BUSINESS ADDRESS:
 SOCIAL SECURITY NUMBER: DOWN LEASE
 CITY/STATE/ZIP: PHONE NUMBER:
 CURRENT TAX IDENTIFICATION NUMBER:
 OTHER CITY/STATE TAX IDENTIFICATION NUMBER(S) PREVIOUSLY USED:
 OTHER PROPERTY ADDRESSES OWNED WITHIN DETROIT:

SECTION E: PERSONAL SERVICES

NAME:
 HOME ADDRESS:
 CITY/STATE/ZIP: DOWN LEASE
 SOCIAL SECURITY NUMBER: PHONE NUMBER:
 OTHER PROPERTY ADDRESSES OWNED WITHIN DETROIT:

For TREASURY COLLECTION USE ONLY!		For INCOME TAX DIVISION USE ONLY!	
APPROVED	DENIED WITH ATTACHMENTS	APPROVED	DENIED WITH ATTACHMENTS
RANCE VALID UNTIL AUG 15 2012		CLEARANCE VALID UNTIL	
SIGNATURE Mary Shaw DATE 2-10-2012		SIGNATURE DATE	



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/01/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES LOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER ITG Advisors 26300 Telegraph Rd Suite 201 Southfield, MI 48033	248-233-7870 248-281-5305	CONTACT NAME: Herbert Gibson PHONE (A/C No. Ext): 248-233-7870 E-MAIL ADDRESS: hgibson@itgadvisors.com FAX (A/C No.): 248-281-5305														
INSURED TWW Employment Solutions, LLC 151 W. Fort St. Detroit, MI 48226		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: Philadelphia Indemnity Insurance Co</td> <td></td> </tr> <tr> <td>INSURER B: Liberty Mutual Insurance Company</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Philadelphia Indemnity Insurance Co		INSURER B: Liberty Mutual Insurance Company		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #															
INSURER A: Philadelphia Indemnity Insurance Co																
INSURER B: Liberty Mutual Insurance Company																
INSURER C:																
INSURER D:																
INSURER E:																
INSURER F:																

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADOL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	<input checked="" type="checkbox"/>		PHPK733256	06/12/2011	06/12/2012	EACH OCCURRENCE \$ 1000000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100000 MED EXP (Any one person) \$ 5000 PERSONAL & ADV INJURY \$ 1000000 GENERAL AGGREGATE \$ 2000000 PRODUCTS - COM/OP AGG \$ 2000000
	TOMBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			PHPK733256	06/12/2011	06/12/2012	COMBINED SINGLE LIMIT (Ea accident) \$ 1000000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ 10000	<input checked="" type="checkbox"/>		PHPK733256	06/12/2011	06/12/2012	EACH OCCURRENCE \$ 5000000 AGGREGATE \$ 5000000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC5-34S-529187-011	08/17/2011	08/17/2012	WC STATUTORY LIMITS E.L. EACH ACCIDENT \$ 100000 E.L. DISEASE - EA EMPLOYEE \$ 100000 E.L. DISEASE - POLICY LIMIT \$ 500000
A	Professional Liability			PHPK733256	06/12/2011	06/12/2012	Coverage Limit: \$1,000,000 agg

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

City of Detroit Employment & Training is listed as additional insured with respect to policy.

CERTIFICATE HOLDER

CANCELLATION

City of Detroit Employment & Training
 707 W. Milwaukee Ave
 Detroit, MI 48202

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

COVENANT OF EQUAL OPPORTUNITY**(Application for Clearance – Terms Enforced After Contract is Awarded)**

I, being a duly authorized representative of the TWW Employment Solutions, (hereinafter "Contractor"), do hereby enter into a Covenant of Equal Opportunity (hereinafter "Covenant") with the City of Detroit, ("hereinafter" City); obligating the Contractor and all sub-contractors not to discriminate against any employee or applicant for employment, training, education, or apprenticeship connected directly or indirectly with the performance of the contract, with respect to his or her hire, promotion, job assignment, tenure, terms, conditions or privileges of employment because of race, color, religious beliefs, public benefit status, national origin, age, marital status, disability, sex, sexual orientation, or gender identity or expression.

I understand that it is my responsibility to ensure that all potential sub-contractors are reported to the City of Detroit Human Rights Department and have a current *Contract Specific* Clearance on file prior to working on any City of Detroit contract. I further understand that the City of Detroit reserves the rights to require additional information prior to, during, and at any time after the Clearance is issued.

Furthermore, I understand that this covenant is valid for the life of the contract and that a breach of this covenant shall be deemed a material breach of the contract and subject to damages in accordance with the City of Detroit Code, Ordinance No. 27-3-2, Section (e).

RFQ/PO No. 2854040

Printed Name of Contractor: TWW EMPLOYMENT SOLUTIONS
(Type or Print Legibly)

Contractor Address: 151 W. EART DETROIT MI 48226
(City) (State) (Zip)

Contractor Phone/E-mail: 943 8382 EXT 1042
(Phone) (E-mail)

Printed Name & Title of Authorized Representative: TERRIE W. HENDERSON

Signature of Authorized Representative: Terrie W. Henderson

Date: 10-3-11

*** This document MUST be notarized ***

Signature of Notary: Wendy Rickett

Printed Name of Seal of Notary: Wendy Rickett

My Commission Expires: 10.1.15.2012

For Office Use Only:	
Cov. Rec'd: <u>7/1/11</u> in	Department Name:
<input checked="" type="checkbox"/> Accepted by:	<input type="checkbox"/> Rejected by:
Please email or fax Covenant and EOC to Director of Human Rights Department 1026 CAYMCAI HumanRightsCL@detroitmi.gov or fax (313) 224-3434.	

SPECIAL PROVISION

Number One

Procurement Policies, Guidelines and Standards

It is understood and agreed by the parties hereto that this contract is subject to Workforce Investment Act (WIA) Title I, Jobs, Education & Training (JET), and American Recovery and Reinvestment Act (ARRA), procurement policies, guidelines, and standards contained in the:

- ❖ Federal Register, WIA Rules and Regulations, Administrative Rules, Costs and Limitations.
- ❖ Department of Licensing and Regulatory Affairs (LARA), Office of Workforce Development (OWD) Policy Issuance (PI) 04-03 Index: IV.
- ❖ The DOL regulations at 29 CFR 95.27 and 29 CFR 97.22. All recipients and sub-recipients must follow these Federal allowable cost principles that apply to their kind of organizations.
- ❖ Cost Principles for State, Local, and Indian Tribal Governments, OMB Circular A-87.
- ❖ OMB Circular A-102, Grants and Cooperative Agreements with State and Local Governments, as amended.
- ❖ Cost Principles for Non-Profit Organizations, OMB Circular A-122.
- ❖ Cost Principles for Educational Institutions, OMB Circular A-21
- ❖ Office of Management and Budget OMB Circular for Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, The Common Rule, and subsequent changes.
- ❖ OMB Circular A-110, Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and other Non-Profit Organizations, as amended.
- ❖ Principles for Determining Costs Applicable to Research and Development Under Grants and Contracts with Hospitals, Appendix E of 45 CFR part 74.
- ❖ For all contracts in excess of \$25,000, administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms. The contract clause must also provide for sanctions or penalties, as appropriate. *[Common Rule .36(i)(1); A-110 .48(a); LARA/OWD PI 04-03]* *
- ❖ Termination for cause and for convenience by the awarding agency, including the process for exercising the clause and any basis for settlement. *[Common Rule .36(i)(2) – Contracts in excess of \$10,000; A-110 .48(b) & DLEG/OWD PI 04-03 – Contracts in excess of \$25,000]* *
- ❖ Compliance with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in 41 CFR Part 60. *[Common Rule .36(i)(3) – Construction contracts in excess of \$10,000; A-110 Appendix A.1. – All contracts]*
- ❖ Contracts for construction or repair shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C 874) as supplemented in 29 CFR Part 3. *[Common Rule .36(i)(4) – All amounts; A-110 Appendix A.2 – In excess of \$2,000]*
- ❖ All construction contracts in excess of \$2,000 shall comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by 29 CFR Part 5. *[Common Rule .36(i)(5); A-110 Appendix A.3]*

May 3, 2011

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- ❖ All contracts in excess of \$2,500 that involve employment of mechanics or laborers and all construction contracts in excess of \$2,000 shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by 29 CFR Part 5. [Common Rule .36(i)(6); A-110 Appendix A.4]
 - ❖ Notice of awarding agency requirements and regulations pertaining to reporting. [Common Rule .36(i)(7)]
 - ❖ Notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery of invention, which arises or is developed in the course of or under such contract. [Common Rule .36(i)(8)]
 - ❖ Awarding agency requirements and regulations pertaining to copyrights and rights in data. [Common Rule .36(i)(9)]
 - ❖ Access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions. [Common Rule .36(i)(10); A-110 .48(d)]
 - ❖ Retention of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed. [Common Rule .36(i)(11)]
 - ❖ Contracts in excess of \$100,000 shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 18579h00, section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). [Common Rule .36(i)(12); A-110 Appendix A.6]
 - ❖ Mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy and Conservations Act (Pub. L. 94-163, 89 Stat. 871). [Common Rule .36(i)(13)]
 - ❖ For construction or facility improvement contracts or subcontracts in excess of \$25,000, the necessary bonding obtained from companies holding certificates of authority as acceptable sureties pursuant to 31 CFR Part 223 "Surety Companies Doing Business with the United States." [Common Rule .36(h); A-110 .48 (c); DLEG/OWD 04-03]
- Minimum Requirements:
- A bid guarantee from each bidder equivalent to five percent of the bid price.
 - A performance bond on the part of the contractor for 100 percent of the contract price.
 - A payment bond on the part of the contract for 100 percent of the contract price.
- ❖ A provision for contractors who apply or bid for an award of \$100,000 or more to comply with the Bryd Anti-Lobbying Amendment (31 U.S.C. 1352). [A-110 Appendix A.7]
 - ❖ A provision requiring compliance with the debarment and suspension requirements of Executive Orders 12549 and 12689. [A-110 Appendix A.8]
 - ❖ Other requirements as defined by the Federal Awarding Agency. These include provisions related to program and administrative regulations, and Single Audit requirements. [Various; TAG II-10-8]

SPECIAL PROVISION

Number Two

EQUAL OPPORTUNITY POLICY GUIDANCE COMPLIANCE

It is understood and agreed by the parties hereto that all programs operated through the state's workforce development and One Stop delivery systems are covered by the procedures designated in the Equal Opportunity Policy Guidance issued by the Department of Licensing and Regulatory Affairs (LARA) and dated June 2001.

Such programs specifically include:

- ♦ Workforce Investment Act (WIA) Title I Programs
- ♦ American Recovery and Reinvestment Act (ARRA)
- ♦ Employment Service (ES)
- ♦ Jobs, Education & Training (JET)
- ♦ Food Assistance Employment and Training (FAE&T) Program

REGULATORY REFERENCES

- ♦ 29 CFR Part 37, Implementation of the Nondiscrimination and Equality Opportunity Provisions of the Workforce Investment Act of 1998; Final Rule;
- ♦ 29 U.S.C. 557b, Designation of the Office of Disability Employment Policy (ODEP) as a distinct and separate component of the Department of Labor;
- ♦ 45 CFR Part 80, Nondiscrimination Under Programs Receiving Federal Assistance through the Department of Health and Human Services, Effectuation of Title VI of the Civil Rights Act of 1964;
- ♦ 7 CFR Part 15.1-15.12, Nondiscrimination In Federally Assisted Programs of the U.S. Department of Agriculture, Effectuation of Title VI of the Civil Rights Act of 1964;
- ♦ 29 CFR, Part 32, Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting From Federal Financial Assistance;
- ♦ 29 CFR, Part 35, Nondiscrimination on the Basis of Age in Programs and Activities Receiving Federal Financial Assistance from the Department of Labor; Proposed Rule;
- ♦ 29 CFR Part 36, Nondiscrimination on the Basis of Sex in Education Programs and Activities Receiving Federal Financial Assistance; Proposed Rule
- ♦ 29 CFR Part 31, Limited English proficiency (LEP) pursuant to Title VI of the Civil Rights Act of 1964, its implementing regulations, and Section 188 of the Workforce Investment Act of 1998.

*Reference: Equal Opportunity Policy Guidance, MDCCD, Date Issued June 2001, p.1.

May 3, 2011

SPECIAL PROVISION

Number Three

Program Accessibility And Reasonable Accommodation

The tenets of this contract are governed by the Americans with Disabilities Act (P.L. 101-336), particularly, 28 CFR PART 35, which prohibits discrimination on the basis of disability by public entities.

As an outgrowth of the Detroit Workforce Development Department's ("DWDD") capacity-building programs for customers with disabilities, all Workforce Investment Act ("WIA"), Job, Education & Training ("JET"), and American Recovery and Reinvestment Act (ARAA) service providers are required to guarantee customers with disabilities¹ full access to all programs, facilities, services, and activities without prejudice. In addition, every service provider must include customers with disabilities in their program recruitment efforts and evidence nondiscrimination in the communication and delivery of workforce services. Contractors are prohibited from excluding, segregating or treating people with disabilities unequally.

It is stipulated that:

- (1) Agency personnel *must* continue to audit the overall accessibility of their program to customers *and* employees with disabilities, and make reasonable accommodations, as necessary. Acceptable compliance documentation, including customer satisfaction surveys and a DWDD-approved accessibility checklist, must be maintained by the contractor.
- (2) Contract staff *will* fully cooperate with Detroit Workforce Development Department ("DWDD") monitors when they conduct an evaluation of the contractor's demonstrated policies and practice of inclusion. An annual assessment of the organization's quality of service delivery to customers with disabilities will be included in the monitoring process.
- (3) The contractor, in order to continue to receive DWDD funding, *must* register and attend all mandatory and ongoing disability awareness workshops made available through the Detroit Workforce Development Department and its partners. Said contractor *must* seek to incorporate lessons learned by creating a barrier-free environment for customers with and without disabilities so that service capacity is optimized throughout the WIA, JET, or other provider system. Maintaining documentation of improvements in program accessibility should be included as a part of the management plan.

¹Note: A disability is an impairment, either mental or physical, that "limits one or more major life activities." Major life activities include the ability to care for self, learn, work, walk, see, hear, speak, breathe, or maintain social relationships, among others.

Jobs, Education, Training (JET)

Line Item

CITY OF DETROIT
ACTING BY AND THROUGH THE
DETROIT WORKFORCE DEVELOPMENT DEPARTMENT
CONTRACT WITH

TWW Employment Solutions
(Agency Name)

This Contract is entered into by and between THE CITY OF DETROIT, MICHIGAN, a municipal corporation, organized under the laws of the State of Michigan, hereinafter, referred to as the "CITY," and TWW Employment Solutions is a private- for- profit corporation hereinafter, referred to as the "CONTRACTOR."

The City has received a grant from the Department of Licensing and Regulatory Affairs, for the planning and delivery of Detroit Workforce Development services in the jurisdiction of the City of Detroit, Michigan, as provided under Personal Responsibility and Work Opportunity Reconciliation Act (PRWORA) of 1996 and Michigan P.A. 223 of 1995, which authorizes the use of state funds to match Federal PRWORA funds for JET programs, and Title IV, Part A of the Social Security Act, as amended, which provides for Welfare to Work programs, and/or as provided under laws and regulations as may be promulgated from time-to-time.

It has been determined that the delivery of services authorized in the City's grant requires the competent performance of job readiness, barrier removal and job development, including but not limited to job placement as an integral activity under the City's Detroit Workforce Development system, and which the Contractor hereby affirms that it understands and is well qualified to provide, and moreover desires to provide.

The Contractor has been duly selected in accordance with applicable federal, state, and City regulations and policies. The parties hereby agree that this contract shall include the RFP to which contractor responded, the contractor's proposal, the statement of work and JET Protocol to this contract.

The City and the Contractor do mutually agree as follows:

SECTION I: STATEMENT OF PURPOSE

The City desires to provide Detroit Workforce Development services within its jurisdiction according to goals and purposes as set forth in the City's approved plan, and the purpose of this Contract is to engage the professional services of the Contractor for the provision of Detroit Workforce Development services and to define the terms and conditions of this undertaking.

SECTION II: STATEMENT OF WORK

The Contractor shall perform in accordance with the JET Protocol, City, State, Federal, DWDD Policies by amendments or otherwise in response thereto, the definitive Statement of Work incorporated by reference in this Contract, which may include, but is not necessarily limited to, statements pertaining to the specialized services to be provided, enrollment, placement, and retention standards for participants, the specific tasks to be performed, work schedule, performance goals and standards, and staffing arrangements; and shall perform in accordance with such subsequent revisions and modifications of the Statement of Work as are included herein and/or negotiated and agreed upon by the parties, in writing.

SECTION III: PERIOD OF PERFORMANCE

The Contractor shall commence on the effective date, 10/1/11, to perform the functions set forth in the Statement of Work attached to this contract, as well as all other included terms attached hereto, and subsequent revisions and modifications of it as negotiated in writing with the City, and shall complete said performance not later than 9/30/12.

Jobs, Education, Training (JET)

Line Item

PROVIDED HOWEVER, this Agreement may be extended for such period and on such terms as may be mutually agreed upon by the parties in writing.

SECTION IV: CONSIDERATIONS

1. For the satisfactory performance of services as defined in this contract, including but not limited to the Statement of Work and for all authorized costs incurred in furtherance of said performance, the Contractor shall be paid by the City, in accordance with the arrangements and conditions outlined in Section V, an amount not to exceed:
One Million Forty Nine Thousand Eight Hundred Ninety Dollars (\$1,049,890).

2. The total amount of this Contract is subject to adjustment by the City if the minimum number of clients to be served is adjusted or if any change is made in the City's grant which affects this Contract or if the Contractor has failed to perform any of the requirements of the contract or abide by any City, State or Federal rule, regulation or directive.

3. The entire Contract, including the budget, is subject to reconsideration and renegotiation should another funding agency participate in the program as described in the Statement of Work, during the period specified in Section III, if such participation would entail use of the staff, equipment, facilities, or other items which are funded wholly or partly under this Contract.

4. If the Contractor is dependent on another funding source(s) for whole or partial funding of staff, equipment, facilities or other items which are essential for effective Contractor performance under this Contract, the entire Contract is subject to further reconsideration and renegotiation should said other funding source(s) withdraw or reduce the Contractor's funding so as to substantially affect Contractor performance under this Contract.

5. As indicated in Section H, "Financial Arrangements," of the Face Sheet hereof, the basis for payment by the City to the Contractor under this Contract is a line-item budget; and such payment shall be for costs incurred in accordance with, and not in excess of, the line-item cost amount detailed in said budget, which budget is included as Exhibit IIB in this Contract. The City reserves the right to approve or reject reimbursement of any incurred costs which are not specified in the line-item budget included in this Contract, and to decline payment for any line item for which services were not performed in an acceptable manner to DWDD.

6. Authorized Contractor costs incurred before the execution date of this Contract but during the period of performance indicated in Section III are allowable, subject to the terms and conditions of this Contract.

7. If, as indicated in Section H, "Financial Arrangements," Item 4 of the Face sheet hereof, the program called for under this Contract requires payment of supportive service payments:

- a. Funds will be allocated for that purpose by the City to the extent that said funds are available. These funds shall not be considered part of the Contract budget. Such funds will be maintained in an account provided for by the City or its designee.
- b. Any funds not expended in any such account, however, or deemed unlikely by the City to be spent, will be subject to reallocation by the City. The Contractor shall not rely upon supportive service payments for the successful performance of this contract.

8. The Contractor shall reimburse the City for any amounts paid to the Contractor for costs incurred for performance under this Contract, if such costs are subsequently disallowed by the City, by the LARA, the U.S. Department of Labor, or by any other duly authorized agency. The Contractor is entitled to appeal any decision regarding disallowed costs in accordance with relevant federal, state, or City grievance procedures to the director of DWDD.

9. In the event of disallowance by the City, by the State of Michigan, by the U.S. Department of Labor, or by any other duly empowered public agency, of the costs of supportive service payments paid to or for participants receiving services hereunder, which disallowance arises from violations by the Contractor of federal, state, or City regulations or policies, including those included in Exhibit IIB, the Contractor shall reimburse the City for the amount of the disallowed costs.

10. Any program income generated hereunder shall be subject to the guidelines contained in Exhibit IID. As required under 29 CFR 95.24 or 29 CFR 97.25(g)(2), such income shall be used prior to the submission of the close-out package for

Jobs, Education, Training (JET)

Line Item

this Contract and shall, as the City shall stipulate, (a) be expended by the Contractor for grant purposes, subject to all terms, conditions, limitations, and cost categories applicable to the grant for this Contract, or (b) be returned to the City, via check, in a timely fashion. Program income includes income from service fees, usage or rental fees for property acquired with grant funds, from the sale of commodities, interest income earned on advances of grant funds, and revenues earned by a governmental or non-profit service provider under a fixed price or reimbursable award that are in excess of the actual costs incurred in providing services, provided however that no charge shall be made to any eligible participant for contractors services.

SECTION V: ARRANGEMENTS AND CONDITIONS OF PAYMENT

1. Payment of the Contractor's authorized costs shall be by check and be subject to the arrangements and conditions described herein.

2. Payment of funds is contingent upon (1) the City receiving funds in sufficient amount from the Grantor and (2) continued authorization for the program activities called for herein; and is therefore subject to amendment or termination in the event of the non-receipt of such funds or authorization. The City reserves the right to delay such payments until receipt of such adequate funds. The City may decline payment for any services not performed in an acceptable manner.

3. The Contractor shall hold harmless the City of Detroit, its officers, representatives, and employees, acting by and through the Detroit Workforce Development Department, a Michigan Works! Agency, from any claims, costs, charges, obligations, fees, losses, damages, liabilities, and expenses associated with the execution of program activities related to the JET (WF), or other programs or activities funded through the Department of Licensing and Regulatory Affairs (LARA), U.S. Department of Labor (USDOL), or any other entity, in the event that funding, for these programs or activities, is not forthcoming from LARA, USDOL, or any other entity.

4. Contractor understands that this contract is not fully executed and no payment will be made without the approval of the Finance Director, City of Detroit. No such approval will be granted without prior occurrence of the following:

- a. Contract approval by appropriate City of Detroit departments, including the Detroit Workforce Development, Budget, Finance, Law, and Purchasing Departments.
- b. Contract approval by resolution of the City Council of the City of Detroit.
- c. Contract execution by the Purchasing Director, City of Detroit.

5. If, as indicated in Section H, "Financial Arrangements," Item 2 of the Face Sheet, payment for services shall be by way of advance payments, such payments will be made by the City in amounts equal to the Contractor's interim cash needs, but such payment shall be in accordance with Federal requirements, which requires that cash advances be disbursed within a maximum of three (3) days of their receipt from the City. Such advance payments will be made according to the following procedures:

- a. The contractor will submit to the City an initial request for an advance which will schedule cash payments needed to the first day of the next month. This request will outline a schedule of payment dates which will enable the Contractor to provide the services outlined in the Statement of Work.
- b. Following the initial request, fifteen days before the first day of the next calendar month, and fifteen days before the first of each month thereafter, the Contractor will submit a request for an advance which will provide a schedule of payments for the coming month. Each request by the Contractor for payment will be accompanied by three (3) signed copies of the City's form entitled "Contractor Request for Cash Advance."
- c. The City's payment of the Contractor's Request for Cash Advance will be based on: (a) projected needs minus any surplus cash from the previous payment or (b) projected needs plus any deficit from the previous month which is approved, wholly or partially, for reimbursement; but such payment will also be subject to the conditions described in item 7 of this Section. "Projected Needs" is the amount of funds projected to be expended for a period not to exceed one month (maximum of 31 days).

Jobs, Education, Training (JET)

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- d. The City reserves the right at its sole discretion to advance cash amounts to up to 25% of the total contract amount on a case-by-case basis, in accordance with grantor regulations.

6. For the purpose of cost reimbursement, the Contractor shall utilize the DWDD "Contractor's Invoice" form together with such supporting documentation as the City shall specify. Each month, the Contractor shall submit a supporting statement, which shows expenditures by budget line-item. For all costs that are shared with other funding agencies, documentation shall be submitted which shows 100 percent of each such shared cost, together with the portion of each cost that shall be charged to each funding agency, and also shows the method, plan, or rationale used to allocate such shared cost among said funding agencies.

7. If this Contract calls for funding under more than one grant, separate invoices and supporting documentation shall be submitted for line-item expenditures under each grant and clear and separate audit trails shall be maintained to support such invoices.

8. Payment by the City of the Contractor's request for (invoice) or cash advances shall be contingent upon the following:

- a. In the case of cost reimbursement (requests), receipt by the City of the Contractor's monthly invoices (at least two copies), together with adequate supporting information by the fifth working day of each month, and any other records required by the City; and
- b. The condition that the Contractor's invoiced expenses are satisfactorily documented by payroll, time sheets, invoices, and other records; and are in accord with and do not exceed, without the prior written approval of the City, any of the cost-item rates and totals contained in the budget included with this contract. Failure to produce the documentation shall constitute a basis for charge-back to the Contractor for a period not to exceed seven (7) years after termination of the Contract.
- c. Receipt by the City of Monthly Reports and other reports called for in this Contract or requested by the City according to schedules indicated in this Contract or as specified by the City.
- d. The condition that the Contractor's performance does not constitute such non-compliance with Contract program goals, standards, conditions, specifications, and requirements, as determined by the City, as to warrant withholding of payment of the Contractor's invoice (costs) or cash advance (requests) pending either corrective action to remove said non-compliance or a Contract termination settlement, or as to warrant the application of such penalties for non-performance as may be called for herein.
- e. The initial payment is at the discretion of the City and may not be made until Detroit Workforce Development Department staff has verified that the Contractor has established a satisfactory accounting system.

⑨ Up to 10 % of the total amount of the Contract may be withheld from payment against possible penalty for non-performance and until the close-out documents are reviewed and approved unless special circumstances shall exist, as determined by the City, that warrant the waiver of such withholding.

SECTION VI: CLIENTS TO BE SERVED

1. The Contractor will accept as participants all persons referred by the Wayne County Department of Human Services to participate in the JET program called for herein.

SECTION VII: PERSONNEL, SUPPLIES AND EQUIPMENT

1. During the full period of the Contract, the Contractor shall maintain sufficient qualified personnel as may be specified from time-to-time by DWDD, and furnish all equipment and supplies and all other materials necessary to sustain the program as described in the Contract Statement of Work. It is the Contractor's responsibility to maintain, service, and if necessary, replace said equipment and supplies. As staff terminate and are replaced, contractor shall advise DWDD and provide the resume of new staff within five (5) working days.

Jobs, Education, Training (JET)

Line Item

2. Upon request of the City, the Contractor shall furnish to the City a complete list (indicating name and title) of all Contractor personnel whose compensation, fringe benefits, or expenses shall be reimbursed, either wholly or partly under this Contract. In the event of any change in staff provided for under this Contract, for whom a complete list has initially been provided, the Contractor shall notify the City of such change, in writing, within five days of said change. The City shall not be liable for any employee costs in excess of the annual salary for any individual employee and shall not pay for accrued vacation, sick, or personal time.

3. All property, equipment, or teaching aids, referred to as inventory, (other than supply items, as determined by the City) that are non-consumable (defined as having a usable life of one year or more) and that were acquired with Work First, or other grant funds under previous line-item contracts with the City, shall be considered assets of the City and are transferable to the City. Title and ownership shall be vested in (a) the City of Detroit, if the acquisition cost is less than \$5,000.00, and (b) the LARA, if the acquisition cost is \$5,000.00 or more. Such inventory must be identified and tagged with the City of Detroit label accordingly. The Contractor shall prepare the Inventory Certificate and Certified Contractor Inventory for equipment acquired with grant funds with a per unit acquisition cost of \$400.00 or more and submit it to the City in accordance with the instructions included in Exhibit V. Further, an updated Inventory Certification and Government Property Inventory shall be submitted on a timely basis to include new purchases. The Detroit Workforce Development Department's Contract Administration Fiscal Unit must be notified in writing of all equipment purchased with Work First, or other grant funds to arrange for the property to be tagged with a City of Detroit Tag Number within thirty days of purchase.

4. The Contractor shall be liable for any loss or damage to government property which results from failure on the part of the Contractor to maintain and administer a program for maintenance, repair, protection, and preservation of government property.

5. The expenditure of funds provided for the purchase, lease, or rental of property or equipment must be in accordance with the following:

- a. The Contractor will endeavor, to the extent practicable (as affected by such considerations as item quality, suitability, and availability), to acquire all items at the lowest possible price.
- b. For all items having a unit cost of \$1.00 or more, purchase, lease, or rental shall require the prior written approval of the Detroit Workforce Development Department. To obtain such approval, the Contractor must submit documentary evidence of current price quotations from at least three (3) vendors and such other documentation as shall be specified. All submissions shall be forwarded to:
- c. For all purchases utilizing federal funds, documented records must be maintained to detail the significant history of each procurement, including but not limited to:
 1. Rationale for the method of procurement
 2. Vendor selection based on competitive pre-bid estimate, bids/quotes and cost price analysis from a minimum of three (3) sources (either written, and/or electronic/online or telephonic)
 3. Justification of profit (if applicable)

The records must be maintained and available for inspection, monitoring and/or audit by the City of Detroit and other related agencies.

1. *Contracts – Fiscal Contract Administration Unit*
c/o (George Valikodath)
 Detroit Workforce Development Department
 707 West Milwaukee Avenue, 5th floor
 Detroit, Michigan 48202

6. The removal from the Contractor's premises of any property or equipment acquired with State of Michigan, Work First, or other grant funds under this or previous contracts without the prior written approval of the City is prohibited.

Jobs, Education, Training (JET)

Line Item

7. All employees of the Contractor for whom reimbursement shall be sought under this Contract shall be bound by all pertinent, duly-established personnel policies, regulations, and practices of the Contractor which are in effect during the Contract period, with such exceptions as are deemed warranted by the City. The Contractor shall make available a copy of such personnel policies, etc., and submit any revisions or changes that may occur during this Contract to the City. The City is not required and does not agree to adhere to the personnel policies of the Contractor.

8. The basis for determining labor costs incurred for all Contractor employees for whom reimbursement is sought under this Contract shall be actual time devoted to Contract work rounded to the nearest quarter-hour or other appropriate period stipulated in the Contractor's personnel regulations, with such exceptions for excused employee absences as are stated in the applicable Contractor personnel regulations effective during the Contract period. Contract must have on file Code of Standard/Conflict of Interest in accordance with Section .42 of OMB Circular A-110 and Section .36(b)(3) of the Common Rule.

9. All Contractor employees to be retained and funded for the hours and performance period specified in the budget herein shall be available for, and will perform, the Contract work specified herein during said hours and period; and said employees shall have no commitments or obligations arising from other employment or contractual relationships as would prevent, interfere with, or hinder work hereunder during said hours and period.

10. No personnel expense shall be incurred and charged under this Contract at overtime rates or at any rate in excess of those indicated in the budget enclosed as Exhibit II without prior written approval of the City.

11. All out-of-town travel undertaken in furtherance of, and reimbursable under, this Contract, which travel is defined herein, unless otherwise specified in the Contract Statement of Work, as travel beyond a radius of 50 miles of the Contractor's Detroit Office, shall be subject to prior written approval by the City. All such out-of-town travel shall be at tourist, coach, or less than first-class fares unless itinerary or non-availability dictate otherwise. Per diem expenses shall be allowed when lodging is required, but such expenses shall be in accordance with regulations and rates established by the State of Michigan and with the City's policies, and shall be subject to Contract budget limitations agreed to by the parties. The City's approved per diem rate will be used for determining fractional parts of a day for continuous travel of more than 24 hours. For travel of less than 24 hours, when a night's lodging is not required, the per diem expense shall be at such lesser rate as is approved by the City. However, no per diem shall be allowed when the travel period is 10 hours or less during the same calendar day, except when the travel period is 6 hours or more and begins before 6:00 A.M. or terminates after 8:00 P.M. Detailed records of such travel shall be maintained. Failure to preserve and provide such records may be grounds for reimbursement disallowance by the City.

12. All local travel by automobile by any Contractor employee that is undertaken in furtherance of, and is reimbursable under, this Contract shall be reimbursed at such rate(s) as is agreed upon by the parties and is specified in the Contract Statement of Work and Budget. All such local travel shall be documented on signed forms indicating the date, odometer readings (starting and ending), the miles traveled, and the destination and purpose for each trip. The form to be used for this purpose must be approved by the City. Failure to preserve and provide such documentation may be grounds for reimbursement disallowance by the City.

13. Prior to authorizing an employee or participant to drive a vehicle in furtherance of this Contract, the Contractor shall verify that said employee or participant has a valid driver's license. The Contractor shall not authorize a privately-owned vehicle to be driven in furtherance hereof unless said vehicle is insured against liability and property damage with coverage that, at the least, meets State minimum requirements. Further, the Contractor shall not authorize any person to drive any vehicle in furtherance hereof unless the Contractor has complied with the agency insurance requirements specified herein in Section X, Item 6.

14. Any expenditure for in-service staff training which is reimbursable under this Contract shall require prior written approval from the City. Request for approval for expenditures for in-service training shall be made in writing and shall include the following: a brief description of the nature of the program or project, the estimated cost, the number of staff to anticipate, and the benefits to staff as they relate to their job responsibilities and functions under this Contract.

SECTION VIII: FAIR EMPLOYMENT PRACTICES, EQUAL OPPORTUNITY

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

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1964 (P.L. 88-352, 78 STAT. 252), and United States Department of Justice Regulations (28C.F.R. Part 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 (P.A. 1976 No. 453) and the Michigan Persons with Disabilities Civil Rights Act (P.A. 1976 No. 220) the Contractor 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. The Contractor 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.

2. The Contractor 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.

3. The Contractor further agrees to provide equal opportunity to achieve reasonable representation of diverse groups in its work force. Such equal opportunity shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruiting or recruitment, advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training or education, including apprenticeships. The Contractor shall promptly furnish any information required by the City or the Human Rights Department pursuant to this Section.

4. In the event the Contractor fails to comply with the provisions of this Section, or any equal opportunity undertaking outlined in its proposal documents, if any, the City may impose such contract sanctions as it may deem appropriate, including, but not limited to:

- a. cancellation, termination, or suspension of this Contract in whole or in part;
- b. recovering from the Contractor by set-off, against the unpaid portion of the Contract price or as otherwise agreed by the parties to this Contract, liquidated damages, in the amount of one-half of one percent (.005) of the Contract price not to exceed five hundred dollars (\$500) per day for each day of non-compliance, as determined by the Human Rights Department; and
- c. such other remedies as may be provided by law.

5. The Contractor further agrees that it will notify any subcontractor of its obligations relative to non-discrimination and equal opportunity under this Contract when soliciting same and will include the provisions of this Section in any subcontract, as well as provide the City a copy of any subcontract agreement. The Contractor further agrees to take such action with respect to any subcontract procurement as the City may direct as a means of enforcing such provisions including the aforementioned sanctions for non-compliance.

6. Breach of the terms and conditions of this Section will be regarded as a material breach of this contract.

SECTION IX: FACILITY REVIEW

1. The Contractor shall use facilities to perform services under this Contract that, if located within the City of Detroit, have been approved by the City and been inspected and approved by the City of Detroit Fire Department and the City of Detroit Department of Buildings and Safety Engineering. If the facilities are located outside the City of Detroit, the Contractor must submit a certificate of occupancy from the appropriate municipality prior to the provision of any services under this Contract.

2. No facility to be used in furtherance of this Contract shall have outstanding code violations that jeopardize the health and well-being of program participants.

SECTION X: HOLD HARMLESS (WAIVER AND INDEMNITY) AND INSURANCE

1. The Contractor shall not hold the City liable for any personal injury incurred by the Contractor or its associates (as defined in Item 12 of this Section) while working on this Contract, which injury is not held in a court of competent

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jurisdiction to be directly attributable to the gross negligence of the City or any employee of the City acting within the scope of his/her employment. The Contractor shall hold the City harmless from any claims by the Contractor's associates arising from such injury.

2. The Contractor shall hold harmless the City 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 the City by reason of any of the following occurring during the term of this Contract:

- a. any negligent or tortuous act of the Contractor or its associates; or
- b. any failure by the Contractor or its associates to perform its obligations, either implied or expressed, under this Contract.

3. The Contractor shall hold the City harmless for any and all injury to the persons and damage to the property of, or for any loss or expense incurred by, an employee of the City which arises out of or is pursuant to the Contractor's performance under this Contract.

4. In the event that any action or proceeding shall be brought against the City by reason of any claim covered hereunder, the Contractor, upon notice from the City, will, at its sole cost and expense, resist or defend the same.

5. The Contractor, and not the City, has the responsibility to safeguard the property and materials that the Contractor or its associates use or have in its (their) possession while performing under this Contract. Further, the Contractor shall hold the City harmless for any loss of such property and materials used by the Contractor or its associates, pursuant to the Contractor's performance under the Contract or which are in their possession.

6. As indicated in Section I, "Insurance and Bonding," of the Face Sheet, the Contractor shall maintain insurance and bonding during the term of this Contract, for all of its employees performing any services hereunder, which shall be in accordance with the following:

- a. Worker's 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 combined single limit of \$1,000,000 per occurrence subject to a minimum 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. The City of Detroit shall be an additionally insured on all insurance covered hereunder and a certificate showing the same must be provided to the City.
- 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 combined single limit of \$1,000,000 each occurrence. For contracts over \$1,000,000, the limit is \$5,000,000 per occurrence.
- d. Bonding Insurance: If, as indicated in Section H, "Financial Arrangements," Item 2, of the Face Sheet, payment for services shall be by way of advance payments, every officer, director, agent, or employee of the Contractor who is authorized to act on behalf of the Contractor for the purpose of receiving or depositing funds into program accounts or issuing financial documents, checks, or other 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 the preceding grant year, or for new contractors, the highest advance planned for the present grant year.

7. All such insurance shall be effected under valid and enforceable policies issued by insurers of recognized responsibility which are well rated by national rating organizations and are acceptable to the City. In addition, the Contractor shall hold the City harmless for payment of any deductibles required pursuant to any such policies.

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8. The Contractor 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.

9. If during the term of this Contract, conditions change or other pertinent factors should in the reasonable judgment of the City render inadequate the insurance limits stipulated above, the Contractor will furnish on demand such additional coverage as may be reasonably required under the circumstances.

10. All insurance policies to be maintained by the Contractor as required herein shall name the Contractor 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 the City. Certificates of insurance evidencing such coverage shall be submitted to the Detroit Workforce Development Department and to the City of Detroit Finance Department, Voucher Audit Section, 642 Coleman A. Young Municipal Center, prior to the commencement of performance under this Contract and at least fifteen (15) days prior to the expiration dates of expiring policies.

11. The Contractor shall notify the City of any change in coverage or carriers for the above insurance and of any cancellation of said insurance.

12. For purposes of the hold harmless (waiver and indemnity) provisions contained in this Contract, the term "City" shall be deemed to include the City of Detroit and all other associated, affiliated, allied or subsidiary entities or commissions, their officers, agents and representatives now existing or hereafter created, their agents and employees. The term "Associates" as used herein, shall be deemed to include the Contractor, its personnel, employees, consultants or subcontractors, agents or any entities, associated or affiliated with, or subsidiary to, the Contractor, now existing or hereafter created, their agents and employees.

SECTION XI: GENERAL PROVISIONS

1. The Contractor will abide by all applicable terms and conditions imposed and required by the grant between the City and the Grantor, including the specific federal, state, and City laws, regulations, ordinances, and policies which are included or referred to in the "Assurances, Certifications, and Stipulations," included in this Contract as Exhibit VI or which are included in all pertinent federal, state, or City guidelines, of which the City shall, in timely fashion, inform the Contractor. The Contractor will abide by all revisions and modifications of the City's grant and all administrative and statutory changes imposed on such grant by the Grantor or other public agency.

2. This Contract in no manner removes or diminishes the Contractor's obligation to comply with all applicable laws, ordinances, and codes of the federal, state, or local governments.

3. The Contractor shall perform as a Contractor. The Contractor is not free to divest responsibility for the performance or quality of services called for by the City grant. The Contract calls for the services of the Contractor as an independent contractor and is not assignable without written authorization by the City.

4. All powers not explicitly vested in the Contractor by this agreement remain with the City.

5. The Contractor and its associates (as defined in Section X, Item 12) are acting as an independent contractor hereunder and not as employees of the City. This Contract implies no relationship, other than that of independent contractor, between the parties or either party's agent, employee, or subcontractor. It is understood that the Contractor has no authority to assume or create any obligation or responsibility on behalf of or in the name of the City or to attempt to bind the City 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 or either party's agent or employee, with respect to the City, as a result of the performance of the Contract. The Contractor shall hold the City harmless from any claim by it or its associates regarding any of the aforesaid liabilities or benefits and from any cost or expenses related thereto.

6. The Contractor is prohibited from entering into any subcontract to provide the services called for under this Contract without prior written approval by the City of each such subcontract.

7. No subcontract, lease, or agreement, which has been specifically approved by the City, shall be terminated without the consent of the City.

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8. The Contractor is prohibited from using funds in this Contract for the purpose of establishing spin-off, sister, or satellite corporations.

9. The Contractor is prohibited from using contract funds to influence or attempt to influence Congress or a federal agency in connection with the award of the contract, loan, or cooperative agreement. Lobbying efforts using non-contract funds must be disclosed (Exhibit VII).

10. The parties are subject to all pertinent WIA and other federal and state regulations governing copyrights and patents, and the rights in data of the grantor and City, relating to any work or product that may be developed in the performance of this Contract.

SECTION XII: STIPULATIONS

1. The Contractor shall operate and perform the program herein described. The program and financial goals for the program shall be those set forth in the Contract Statement of Work (Exhibit I), Activity Plan Summary (Exhibit IA), and Master Budget Summary (Exhibit IIA) and Line-Item Budget (Exhibit IIB).

2. The City will periodically review and analyze all reports submitted pursuant to Section XIII, "Records and Reports," of this Contract. In the event of any failure of the Contractor to achieve the program goals or financial goals as set forth in this Contract, the City reserves the right, at any time during the period of the Contract, to require re-planning, reprogramming, or other appropriate action, which may involve de-obligation of accumulating, unutilized funds, and re-obligation of such funds with other contractors or program areas in order to attain the overall goals as set forth in the current plan.

3. Monitoring, evaluation, or other reports notwithstanding, and without prejudicing the right of the City to terminate the Contract at any time for default, or for convenience, the City shall at such time as the City deems appropriate, conduct a full-scale assessment of the Contractor's performance during the Contract period in order to determine, among other things:

- a. The administrative capability of the Contractor to manage and operate the program as set forth in the Statement of Work.
- b. Program performance versus the program plan.
- c. Costs of the program in relation to effectiveness.
- d. Comparative effectiveness of the program as against similar programs funded by the City.
- e. The extent to which significant segment groups are enrolled and provided services as required in the contract.
- f. The opinions of participants about the strengths and weakness of the program.
- g. The necessity of a unilateral de-obligation of funds based upon under-utilization.

4. Upon determination of the City that the Contractor's performance during the period reviewed has been inadequate or unsatisfactory, the City will, at its option, take one or more of the following actions:

- a. Terminate the program in accordance with the provisions set forth in Section XVI, entitled "Termination," of this Contract, and re-obligate the funds not used to other Contractors or program areas.
- b. Modify the Contract.
- c. Recommend and implement corrective action plans.
- d. Re-plan, re-program, or take other appropriate action, which may involve de-obligation of funds and re-obligation of such funds with other Contractors and other program areas in order to attain the overall goals as set forth in the current plan.

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5. The City may schedule meetings or training sessions for the purpose of improving contracted operations. Upon proper notification of such sessions, the Contractor shall ensure the attendance of any staff persons performing services under this Contract whose presence is requested.

6. Upon request of the City, the Contractor will submit to the City its articles of incorporation, by-laws, and other documents defining its legal status, organization, authority and responsibilities of its officers, etc.

7. The Contractor will provide such coordination of contracted services with the City and with other City contractors as is necessary and appropriate for accomplishing the objectives of this Contract, including notifying the City of participant openings and furnishing the City with sufficient information for the City to make a determination of the eligibility of participants.

8. In the event of an award or of awards of funding to the Contractor from sources other than the City, in furtherance of a program involving provision of all or some of the services called for and funded by this Contract or of services substantially similar to such Contract services, the Contractor will notify the City in writing as to the source(s), amount(s), purpose(s), and the time period(s), of such additional funding, and provide such information regarding budget, staffing, and other aspects of the program(s) funded from other source(s), as is requested by the City.

9. In the event that Contractor personnel or other cost items indicated herein as chargeable, wholly or in part, to this Contract shall be designated by the Contractor as chargeable to contracts or programs funded from other sources, the Contractor shall notify the City of said designation without delay and in writing and submit, with appropriate documentation, for the City's approval, a plan to govern the allocation of said designated personnel or other cost items among the contracts involved.

10. When any persons are employed and compensated hereunder to fill positions included as salary or wage cost items in the budget hereof, the Contractor is prohibited from employing such persons for compensation from another funding source when the latter employment would result in a total work week in excess of forty hours or would entail assignments or attendance during time periods specifically set aside in furtherance of this Contract unless the latter employment has received the prior written approval of the City.

11. In the event of a reduction in the Contractor's funding from other sources that substantially affects the Contractor's ability to perform under the terms of this Contract, the Contractor shall notify the City of said reduction when first informed of said reduction by the funding agent involved and prior to the effective date of said reduction. The Contractor shall be paid for services at a reduced rate determined by DWDD.

12. The Contractor will cooperate with the City in establishing and administering procedures that allow for and effectively resolve, in accordance with federal and state guidelines, grievances and complaints regarding any aspect of the program provided for in this Contract. The Contractor will provide each participant, subcontractor, employee, or other interested party with the appropriate grievance procedure information, the forms for which are included herein as Exhibit VIII, to which the Contractor will add appropriate information regarding the phase of the grievance procedure that shall be within the Contractor's agency. These forms shall be prominently displayed in the Contractor's facility in the training area or other areas frequented by contract program participants and employees. The above forms shall, in addition, be subject to such revisions as are proposed or approved by the City upon consultation with the Contractor.

13. Within one week after the Contract is signed, the Contractor will provide the City with an Authorized Signature Sheet, which will show the name and original signature of persons authorized to pick up checks, and persons authorized to sign documents and reports on behalf of the project. This signature sheet shall be updated as necessary, within seven days of change.

14. If, as indicated in Section H, "Financial Arrangements," Item 3, of the Face Sheet, a special bank account is required or the deposit of all advance Contract funds to be paid to the Contractor under this Contract, the Contractor shall abide by all terms and conditions of the special bank account agreement, the form for which is included as Exhibit IIIB in this contract.

15. If, as indicated in Section H, "Financial Arrangements," Item 4, of the Face Sheet, this Contract calls for payment of participant supportive service payments, such payments shall be paid by the City or its designee. The Contractor shall abide by all such policies and procedures pertinent to supportive service payments under this Contract as shall be set forth by the

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City, including participant appeal procedures and the supportive service payment policies included herewith in Exhibit IB. The City shall notify the Contractor in timely fashion of all said supportive service payment policies and procedures changes.

16. The Contractor is prohibited from selling to a participant in the Contractor's program, or requiring or requesting that he/she purchase elsewhere, any item of goods, supplies, or services that is pertinent to his/her participation in the program called for herein unless such sale or purchase is authorized by way of the Statement of Work or has the prior written approval of the City. In the event that such authorization or approval is granted, the Contractor shall maintain, and make available for the City's inspection, records of all such sales or purchase transactions. Furthermore, the Contractor is prohibited from charging a fee or deposit to participants as a condition of enrollment without the prior written authorization of the City.

17. In the event of an award of a Pell Grant to a participant receiving training under this Contract, the Contractor shall apply the amount of said grant, to the extent possible under Pell Grant guidelines, to the cost of books, tuition, and related training items and shall accordingly reduce the amount to be invoiced hereunder for training. If the Contractor is purchasing any training funded hereunder by means of an agency not a party hereto, the Contractor shall make appropriate arrangements, as stipulated by the City, to accomplish the reduction of training costs invoiced hereunder in the event of a Pell Grant award. In no event shall the Contractor charge the City for any training or services provided hereunder if the costs for said training or services are reimbursed through a Pell Grant or any other source. At the sole discretion of the City, Pell Grants may be used as incentives for program participants.

18. In order for a placement reported by the Contractor to be deemed acceptable toward meeting the entered employment goal(s) agreed upon herein. The placement must meet the following requirements as follows:

- a. Entail entry by a contract program participant into unsubsidized employment (i.e., not financed, wholly or partly, with WIA or other Federal or State funds and not deemed by the City to be in a training, work-experience, or other Detroit Workforce Development activity);
- b. Be in a permanent job commencing after the participant's enrollment date and paying at least such wage rate as may be stipulated in Exhibit I hereof which shall not be less than the State of Michigan's prevailing minimum wage rate at the time of placement, excluding fringe benefits. (Effective October 1, 2006, Michigan's minimum wage is \$6.95 per hour; Effective July 1, 2007, Michigan's minimum wage shall be \$7.15 Effective July 1, 2008, Michigan's minimum wage shall be \$7.40);

The participant's retention wage rate shall be at least such wage rate as may be stipulated in Exhibit I hereof within 90 calendar days of the job start date of participant's entry into unsubsidized permanent employment. Said job shall be considered permanent if the planned duration at the time of entry is indefinite. A placement at temporary help employers shall also be considered acceptable if it entails a minimum of thirty (30) hours a week of compensated work for at least five (5) consecutive weeks after the first day of employment, and the participant is verified as working on or after the 181st day of employment. Temporary help is defined as the participant's continued employment without more than a week break in assignments.

- c. Be verified as to participant employment entry and retention from a reliable source, preferably the employer. Such verification must be duly documented on such format as may be stipulated by the City (See Exhibit IIIC).
- d. Be reported by no later than such date and in such detail and on such formats as the City shall specify;
- e. Be subject to the City's verification;
- f. Be full time, i.e., if the work period consists of at least thirty (30) hours a week, including lunch and break time if paid for by the employer;
- g. Be retained for at least one hundred eighty (180) calendar days of full-time (as above defined) work. The retention period may involve more than one employer.
- h. Be training-related, in the case of participants receiving occupational training hereunder, i.e., in an occupation approved by the City as involving work activity for which the participant received JET funded occupational training;

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- i. Is consistent, in terms of hours, retention and pay, with all federal guidelines and policy issuances as they may change from time-to-time.

SECTION XIII: RECORDS, REPORTS AND AUDITS

1. The Contractor must maintain such records and submit such reports with such content and format as are described in this Contract and as are requested by the City to ensure the integrity of financial transactions, to enable the City to evaluate the effectiveness of Contract program activities, and to meet federal reporting requirements.

2. The Contractor shall maintain books, records, documents, and other evidence to such extent and in such detail as will properly reflect all costs, direct or indirect, of labor, materials, supplies, and services, and other costs and expenses of whatever nature for which payment is claimed under the provisions of this Contract. As required by Item # 10 of Attachment B of Office of Management and Budget Circular A-87 (which item is applicable to cost-reimbursement contracts), the documentation required for labor costs charged to this Contract shall include payrolls supported by time and attendance records, including the daily attendance form included in the Detroit Workforce Development Department JET Contractor Document Preparation Manual (ETD-WFCDPM) or such time clock cards or other time-keeping documents as are approved by the City as being substantially equivalent to said form. Such records shall indicate the specific time periods of each day that are devoted to work under this Contract by all persons for whom reimbursement is sought under this Contract, excepting those persons, whom the City shall designate, for whom such record keeping is not deemed feasible.

3. The Contractor shall record all costs incurred in the discharge of this Contract as incurred or charged and report these costs in the manner prescribed by federal, state and City regulations and policies. The Contractor shall record and report such expenditures by the appropriate cost categories for each program activity provided for under the Contract and for each JET or other grant title under which the contract is funded. In the case of JET contracts, the cost categories shall include administrative costs, direct client service, supportive services, information technology and computerization costs and post employment training cost.

4. The Contractor's accounting procedures and internal financial controls must be determined to be acceptable to the City and said procedures and controls must conform to generally accepted accounting practices.

5. The Contractor's accounting procedures and internal financial controls shall be further subject to periodic and special audits, surveys and/or examinations, including audits arranged for or conducted by the City or its designee. For the purpose of such audits, the Contractor shall provide complete access to such books, documents, papers, and payroll and other records as may be designated by the auditor. To the extent practical, scheduling of such audits will be coordinated with the Contractor.

6. DWDD reserves the right to require a program specific audit, when deemed necessary. Also, in accordance with 29 CFR 97.26 and 29 CFR 95.26, the Contractor shall comply with the requirement for an annual independent audit that applies to its organization, as indicated below:

- a. Non-profit institutions, states, local governments, colleges, universities, and hospitals that expend \$500,000 or more a year in Federal awards must have an annual audit performed in compliance with OMB Circular A-133, as revised June 27, 2007, mandated by the Single Audit Act. Costs for audits for sub-recipients expending less than \$500,000 in a year cannot be charged to federal funding sources.
- b. Private for-profit (Commercial) organizations, sub-recipients who expend \$500,000 or more in Federal Awards must have an annual audit performed in compliance with OMB Circular A-133, as revised June 27, 2007, mandated by the Single Audit Act. These organizations must have an annual financial and compliance audit with an internal control review either (1) performed on a program-specific basis in accordance with generally accepted government auditing standards, or (2) performed to include federal funds, as applicable, within the scope of an organization-wide audit.

The audit report shall be completed and submitted no later than nine (9) months after the ending date of the Contractor's fiscal year.

7. If, as indicated in Section H, "Financial Arrangements," Contractor's Item 4, of the Face Sheet, the program called for under this Contract requires supportive service payments for participants, the Contractor will abide by such policies,

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follow such procedures, maintain such records and submit such information on such forms to such units as the city shall stipulate.

8. If the Contract program involves training or other activity involving regular participant attendance, the Contractor shall maintain, and make available to the City upon request, suitable records documenting the dates and reasons for all excused absences from said activity that are given any participant during the contract period.

9. The Contractor shall maintain participant records as defined in the Statement of Work or elsewhere in this Contract. Such records shall include, for each participant, with such exceptions or additions for this Contract as are approved by the parties: (a) appropriate application, intake, and enrollment forms as specified by the City; (b) the Detroit Workforce Development Department referral form; (c) the Individual Service Strategy (ISS) form; (d) complete records of participation and progress in Contract program activities - including all test results and records of completion of, or failure to complete, each program activity to which a participant has been assigned; (e) complete records of all counseling services and service agency referrals given the participant on the Counseling Summary Form; (f) (if applicable) records of placement in unsubsidized employment; (g) appropriate participant follow-up records, including (if the Contract program involves training activity) records of follow-up on persons absent from training activity and (if the Contract program involves job placement) records of follow-up on persons receiving job referrals or placements; (h) termination, transfer, or exit records; and (i) such other records on client performance and participation as are stipulated by the Grantor and/or City for the purpose of evaluating the effectiveness of program activities and meeting state reporting requirements. These records shall be open, upon request, to the inspection of the City.

10. The Contractor shall furnish the City, no later than five working days after the end of each calendar month, the following monthly reports:

- a. To the Detroit Workforce Development Department's Finance Unit, the Contractor's Invoice Form (Exhibit III) such other monthly reports, in at least two copies, together with such supporting information as is specified by said Unit;
- b. To the Detroit Workforce Development Department's Fiscal Contract Administration Unit, the monthly Cumulative Planned Earnings and Actual Earnings Report and such other monthly reports, together with such supporting information as is specified by said unit; and
- c. To the Detroit Workforce Development Department's Program Contract Administration Unit, the monthly Information System Unit Reports and Cumulative Program Status Report, and such other monthly reports, together with such supporting information as is specified by said units.
- d. Evidence of immediate (within 7 days) transfer of training funds to providers.

The content and format of the above reports shall be subject to such revisions, as the City deems appropriate.

11. The Contractor shall submit such enrollment, termination (exit), and other activity information, in accordance with such schedules as may be stipulated by the City in furtherance of the latter's computerized information system.

12. The Contractor shall also furnish, in a timely fashion, such additional regular or special reports and with such format and content, as the City may stipulate.

13. Upon the termination of this Contract, the Contractor shall submit to the City closeout documents, including a final accounting of all expenditures made in performance of this Contract and such other documents as are stipulated by the City. Said closeout documents shall be designated as the final report of the Contractor and shall be submitted no more than thirty (30) days after termination of this Contract. Failure to do so shall result in disallowed costs for the Contractor. Submission of closeout documents shall constitute a request for payment, which may be granted or declined at the option of the City.

14. The Contractor shall preserve its records and make them available to the City and the Grantor for such period as the city shall stipulate from the date of the final report submitted to the City by the Contractor. In the event that audit or other findings are not resolved, the Contractor shall preserve such records for such additional period as the City shall stipulate, pending resolution of litigation, audits or findings. Participant records are not to be destroyed without the written consent of the City.

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15. All reports and documents required for submittal hereunder, including certification forms and supportive service payment and attendance records (unless submittal is expressly excluded hereunder by the City), shall be submitted to the Detroit Workforce Development Department and to appropriate offices therein as indicated by the City.

SECTION XIV: MONITORING AND CORRECTIVE ACTION

1. Performance as set forth in this Contract is essential to the life of the Contract.
2. Performance by the Contractor will be assessed on a quarterly basis against the agreed upon goals and objectives, standards, conditions, specifications, limitations and requirements set forth in this Contract.
3. Performance which falls below Contract goals and objectives or which otherwise does not accord with contract standards, conditions, specifications, limitations, and requirements will constitute non-compliance with the terms of this Contract. The City will bring such non-compliance to the attention of the Contractor without undue delay after the initial identification of such non-compliance. The City will require the Contractor to submit a corrective action plan, decline certain payments, and/or the City will terminate the Contractor for non-compliance. The Contractor must submit such a corrective action plan or report to the City for approval within ten (10) workdays of such request. If the City accepts a corrective action plan, the Contract shall be considered modified to the extent appropriate, and the Contractor shall carry out the plan in full compliance with its terms within ten days, or within such other time period as the City shall specify, from the date of the City's indication of acceptance of the plan. If it is determined by the City that a corrective action plan would not bring the Contractor into compliance, within a suitable period, with Contract goals, objectives, standards, conditions, specifications, limitations, and requirements, the Contractor and City shall negotiate a modification of the Contract or the City shall terminate the Contract as the City deems appropriate.
4. The Contractor shall not be in default by reason of any failure in performance of this Contract in accordance with its terms, if such failure arises out of causes beyond the control and without the fault or negligence of the Contractor.
5. The Contractor shall assist the City in all phases of monitoring and evaluating Contractor performance under this Contract. This includes permitting the City access to Contractor facilities for the purpose of on-site review of program operations and inspection of program records. During such on-site monitoring, the Contractor shall make all records, reports, documents, etc., relating to Contractor performance, client participation, financial transactions, or any other aspect of the program available to the City or its designee during normal working hours.
6. The Contractor shall also instruct its employees to cooperate fully with and to provide any information to the City during on-site monitoring, and also to assist, and in no way hinder or obstruct, the City in contacting and communicating, whether orally or in writing, with any or all program participants for the purpose of monitoring and evaluation.
7. The City reserves the right to visit the Contractor's facilities during normal working hours for the purposes of Contract monitoring and evaluation without prior notification to the Contractor.
8. The City reserves the right to withhold funds pending the resolution of monitoring findings.

SECTION XV: MODIFICATIONS

1. The Contractor will carry out no change in program organization (including staff and participant job descriptions), program plan and activity, hours and time of work or training, operation, policy, or budget from what is specified in this Contract without requesting in writing and receiving, prior to such change, the written approval of the City.
2. No oral statement of any person, and no written statement of any person other than the City's authorized representative, the Director of DWDD with the General Counsel of the City of Detroit or the Mayor of the City of Detroit, will be allowed to modify or otherwise affect the terms or meaning of this Contract.
3. Requests from the Contractor for interpretations, modifications, or changes must be made in writing to the City.
4. In the event of any failure of the Contractor to achieve the program goals required by DWDD or set forth in the Statement of Work (Exhibit I) and Activity Plan Summary (Exhibit IA-1) or to adhere to the financial limitations set forth in the budget (Exhibit II) or to otherwise perform satisfactorily in accordance with the terms, requirements, and conditions set

Jobs, Education, Training (JET)

Line Item

forth in this Contract, the City reserves the right to require modification, re-planning or other appropriate action, including reducing payments to Contractor.

5. The Contractor shall cooperate fully and promptly in such program modification, re-planning or other appropriate action as may be required by the City and will submit, on request from the City, a written analysis of administrative and operational difficulties encountered in the performance of this Contract.

6. This Contract may be modified, with respect to any term or condition, and/or terminated based on the City's evaluation.

SECTION XVI: TERMINATIONS

1. The Contract will be terminated by the City, either wholly or in part, for default or non-compliance on the part of the Contractor or for the convenience of the City. Termination for convenience may be exercised by the City whenever the City shall determine that it is in the City's interest. Default terminations may be exercised by the City whenever the Contractor shall fail to achieve agreed upon Contract program objectives or otherwise fail to perform in accordance with Contract program standards, objectives, conditions, specifications, limitations, and requirements and shall fail or be unable, in the City's determination, to remedy such default. Failure to service the required number of contracted program participants shall render the Contractor as non-compliance and the Contract may be subject to termination.

2. Any termination of this agreement shall be effected by delivery to the Contractor of 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. After receipt of a Notice of Termination and except as otherwise directed by the City, the Contractor shall:

- a. Stop work under the Contract on the date and to the extent specified in the Notice of Termination.
- b. Obligate no additional Contract funds for payroll costs and other costs beyond such date as the City 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.
- c. Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination.
- d. As of the date the Notice of Termination is effective, preserve all Contract records and submit to the City such records and reports as the City shall specify; and furnish to the City 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 the City may issue concerning the safeguarding or disposition of files and property.
- e. Submit within thirty (30) days an accounting statement report of receipts and expenditures of funds relating to this Contract, and a listing of all creditors, subcontractors, lessors, and/or parties with whom the Contractor has incurred financial obligations.
- f. Refund to the City any uncommitted funds advanced to the Contractor.

4. If the Contract is terminated, as provided for in this Section, the City will pay the Contractor only for authorized costs incurred prior to the effective date of termination. The amount of any final payment to be made hereunder by the City to the Contractor (including payment of all or part of funds withheld hereunder pursuant to Section V, Item 8, hereof), or the amount of any funds to be returned by the Contractor to the City shall be determined by the City based on the following:

- a. Enumeration by the City of the total amount of funds the Contractor has invoiced the City hereunder for costs incurred for services rendered prior to the Contract termination date.
- b. Determination by the City of the amount of any costs to be disallowed from payment hereunder due to:
 - (i) disallowance by the Grantor or other authoritative Federal or other agency

Jobs, Education, Training (JET)

Line Item

- (ii) non-compliance with appropriate regulations.
- (iii) lack of authorization, as specified in this Contract.
- (iv) lack of proper documentation, as determined by the City.
- c. Determination by the City to the extent appropriate of the amount of any funds to be excluded from payment hereunder through application of any penalties for non-performance provided for herein.
- d. Enumeration by the City of the total of all monies paid to the Contractor, including amounts paid as cash advances and amounts paid to reimburse invoiced costs, prior to the termination effective date.
- e. Determination by the City, based on the results of the procedures described in items "a" to "d," above in this Section, of the amount of monies to be included in a final payment to the Contractor by the City (which amount shall not exceed the maximum amount to be paid to the Contractor as specified in Section IV, item 1, hereof, as amended), or to be returned by the Contractor to the City.

5. After the effective date of termination, should the City or the City's designee undertake any part of the services which are called for herein for performance by the Contractor, to the extent such services are being performed by the City or its designee, the Contractor shall not be entitled to any compensation for the services so performed.

6. In the event of failure by the Contractor to refund to the City (a) any uncommitted funds advanced to the Contractor or (b) the amount of any costs incurred or fees charged that have been disallowed by the City, the Contractor will be subject to civil suit by the City to secure such refund.

SECTION XVII: DISPUTES

1. Any dispute concerning a question of fact arising under this Contract which is not disposed of by Contract shall be decided by the City, which decision shall be presented in writing to the Contractor. The decision shall be final and conclusive unless the Contractor, within two weeks from the date of receipt of such decision, submits to the City a written appeal addressed to the Grantor. The decision of the Grantor shall be final and conclusive unless appealed to a court of competent jurisdiction.

2. Pending a final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Contract and in accordance with the City's decision.

SECTION XVIII: EXHIBITS

This Contract is subject to the documents listed on the "Exhibit Page" and designated by "X," which are attached hereto and marked Exhibits I through VIII B, which documents are made a part hereof by reference; and all terms, conditions, and provisions of said documents (unless specifically modified herein or unless the context thereof or the use therein clearly indicated their inapplicability) are to apply herein the same as though they were rewritten, incorporated, and set forth in full herein.

Signature pages

Certification for Public Agency (If Applicable)

Corporate Authority Resolution

Signature Page (Director) or Signature Page (Deputy Director)

Sole Proprietor Acknowledgment

Public Agency Acknowledgment (If Applicable)

City Acknowledgment (Director) or City Acknowledgment (Deputy Director)

Certification Regarding Debarment

Assurance (Exhibit VI)

✓ Certification Regarding Lobbying (Exhibit VII)

CERTIFICATION FOR PUBLIC AGENCY

I, _____, certify that I am the legal officer of _____; that the authority of the Contractor named herein to enter the foregoing Agreement is derived from the following provisions of State of Michigan Public Law:

_____;

that this Agreement was duly authorized under the provisions of said law and

that _____,

who executed the Agreement on behalf of said Contractor, had authority to enter the foregoing Agreement with the CITY OF DETROIT on behalf of said Contractor.

(Signature)

(Date)

June 2, 2003

- INSTRUCTIONS: 1) IF A CORPORATION, FILL IN THE APPROPRIATE INFORMATION BELOW.
2) SUBMIT 4 COPIES WITH ORIGINAL SIGNATURES ON EACH.
3) INSERT APPLICABLE BOARD MINUTE EXCERPTS IN SPACE BELOW.
4) PLACE THIS PAGE BEFORE SIGNATURE PAGE.

RESOLUTION OF CORPORATE AUTHORITY

I _____, Corporate Secretary of

_____, a Michigan _____

Corporation (the Company) DO HEREBY CERTIFY that the following is a true and correct excerpt from the minutes of the meeting of the Board of Directors duly called and held on _____, 20____ and that the same is now in full force and effect.

I FURTHER CERTIFY that _____ is Chairman of the Board and _____ is President, and _____ is/are Vice President (s) _____ is Treasurer, and _____ is Secretary.

I FURTHER CERTIFY that any of the aforementioned officers of the Company are authorized to execute or guarantee and commit the Company to the conditions, obligations, stipulations and undertakings contained in the _____ and that all the necessary corporate approvals have been obtained in relationship thereto.

IN WITNESS THEREOF, I have set my hand this _____ day of _____, 20____

CORPORATE SEAL (if any) _____

(Corporate Secretary)

INSTRUCTIONS FOR SIGNATURE

4 copies, original signatures one each copy of officer approving Contract and of two witnesses (on "Attest" lines).

I WITNESS WHEREOF, the City and the Contractor, by and through their duly authorized officers and representatives, have executed this contract as of the date first above written.

TEST: (FOR CONTRACTOR)

Signature of Witness _____ Date _____

Printed Name of Above Witness _____

Title of Above Witness _____

Signature of Witness _____ Date _____

Name of Above Witness _____

Title of Above Witness _____

TEST: (FOR CITY OF DETROIT)

Signature of Witness _____ Date _____

Printed Name of Above Witness _____

Title of Above Witness _____

Signature of Witness _____ Date _____

Printed Name of Above Witness _____

Title of Above Witness _____

**CONTRACT SHALL NOT HAVE ANY
FORCE OF EFFECT UNTIL APPROVED BY:
RESOLUTION OF THE CITY COUNCIL AND
APPROVED BY THE PURCHASING DIRECTOR**

FOR _____

Name of Contractor

BY _____

Name of Contractor Officer

ITS _____

Title of Contractor Officer

Signature _____ Date _____

FOR **DETROIT WORKFORCE DEVELOPMENT
DEPARTMENT**

BY _____ Pamela J. Moore

ITS _____ Director

Signature _____ Date _____

LAW DEPARTMENT:

Approved as to form and execution subject to
Approval by Purchasing Director and City Council

Corporation Counsel _____ Date _____

FINANCE DEPARTMENT:

NO. _____ Date _____

I hereby certify that an appropriation has been made
to cover the expense to be incurred under this contract.

Chief Accounting Officer _____

PURCHASING DEPARTMENT

For the City of Detroit:

INSTRUCTIONS:

4 Copies, Original Signatures on each, in applicable sections.

Note: This page should be behind Signature Page.

SOLE PROPRIETOR ACKNOWLEDGMENT

STATE OF MICHIGAN)
) ss.
COUNTY OF WAYNE)

On this _____ day of _____, 20____, before
me personally, _____ the _____, to me
known to be the person described in and who executed the foregoing instrument, and acknowledged that he/she executed
the same as his/her free and voluntary act and deed.

Notary Public, Wayne County, Michigan
My Commission Expires: _____

PARTNERSHIP ACKNOWLEDGMENT

STATE OF MICHIGAN)
) ss.
COUNTY OF WAYNE)

The foregoing contract was acknowledged before me this _____ day of _____
_____, 20____, by _____, General
Partner, on behalf of _____, a partnership.

Notary Public, Wayne County, Michigan
My Commission Expires: _____

CORPORATE ACKNOWLEDGMENT

STATE OF MICHIGAN)
) ss.
COUNTY OF WAYNE)

The foregoing contract was acknowledged before me this _____ day of _____
_____, 20____, by _____, the _____ of
_____, a Michigan _____ Corporation on behalf of the
_____.

Notary Public, _____ County,
State of _____

CITY ACKNOWLEDGMENT

[illegible]

The foregoing contract was acknowledged before me this ____ day of _____

_____, 20____, by _____ Pamela J. Moore
(name of person who signed the contract)

the _____ Director _____
(title of person who signed the contract as it appears on the contract)

of Detroit Workforce Development Department
(complete name of the City department)

a municipal corporation, on behalf of the City.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSIONS
LOWER TIER COVERED TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants' Responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS BELOW WHICH ARE AN INTEGRAL PART OF THE CERTIFICATION)

(1) The prospective recipient of Federal Assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name and Title of Authorized Representative

Signature

Date

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective recipient of Federal assistance funds is providing the certification as set out below.

The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.

3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective recipient of Federal assistance funds agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.

6. The prospective recipient of Federal assistance further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to check the List of Parties Excluded from Procurement or Non-procurement Programs.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and/or debarment.



Jobs, Education & Training (JET)

Exhibit Page

EXHIBIT II	Contract Summary	<u>X</u>
EXHIBIT I	Statement of Work	<u>X</u>
EXHIBIT IA-1	Activity Plan Summary	<u>X</u>
EXHIBIT IIA	Master Budget	<u>X</u>
EXHIBIT IIB	Line-Item	<u>X</u>
EXHIBIT IIC	Reasonableness of Cost	<u>X</u>
EXHIBIT III	Contractor's Invoice	<u>X</u>
EXHIBIT IIIA	Employment Verification	<u>X</u>
EXHIBIT IV	Organization Chart, Staff List, (Job Descriptions)*	<u>X</u>
EXHIBIT V	Equipment Inventory Requirements	<u>X</u>
EXHIBIT VI	Assurances	<u>X</u>
EXHIBIT VII	Prohibition on Lobbying	<u>X</u>
EXHIBIT VIII	Grievance Procedure (Non-Discrimination)	<u>X</u>
EXHIBIT VIIIA	Complaint Procedure (Discrimination)	<u>X</u>
EXHIBIT VIIB	Employee Complaint Procedure re: Displacement by Public Employment/Training Program	<u>X</u>

*Job Descriptions are on file at DWDD

*RFP on file at DWDD

*Proposal on file at DWDD

*Amendment to proposal on file at DWDD

TWW & Associates
151 W. Fort Street
Detroit, MI 48226
(313) 963-8382

Slot Level 1,400, Placement 700, Retention* 700

CONTRACT SUMMARY

FY '2012

ACTUAL TRAINING DATES	TRAINING CURRICULUM	# OF PART.	# OF WEEKS	TOTAL HOURS	MINIMUM TRAINING HOURS	EXPECTED OUTCOME	GENERAL OCCUPATIONAL TARGET	MINIMUM PLACEMENT WAGE RATE	INDUSTRY ENTRY WAGE RATE
10/1/11 - 9/30/12	Exhibit I, Attachment B	1,400	4	Up to 160 hrs.	40	700 Placements 700 Retentions	Various	\$8.00	\$8.00

*Do Not Include Carry-Ins

Revised 10/17/11

Exhibit II

TWW Employment Solutions
JOBS, EDUCATION, AND TRAINING (JET)
Statement of Work
FY 2012

PROGRAM OVERVIEW

TWW Employment Solutions will provide Job Search and Job Readiness (JS/JR) services to a minimum of (1,400) work-eligible individuals under the Jobs, Education, and Training (JET) Program during the contract period of October 1, 2011 through September 30, 2012. The contractor will place and retain at least 50% (700) of JET participants into unsubsidized employment, at no less than \$8.00 per hour for 180 calendar days.

TWW Employment Solutions is expected to maintain a documented 50% participation rate for work-eligible participants in allowable activities to ensure that they are in compliance with federal participation requirements (see Policy Issuance 06-11 Change 7 and changes). In the TANF Final Rules, the U.S. Department of Health and Human Services issued strict standards for TANF participation. JET vendors are responsible for ensuring that federal participation rates are met. Federal regulations require that 50 percent of all single-parent families meet participation requirements and that 90 percent of two-parent families meet participation requirements in order to avoid reduction in program funding levels.

Effective October 1, 2011, Michigan will begin implementing stricter enforcement of the federal 60-month time limit, as well as executing the state's 48-month lifetime limit. The Federal time limit began on October 1, 1996, and the State limit began on October 1, 1997. An adult receives a count of one month for each month the participant receives FIP. Any participant case that has received FIP for 60 months or more, including cash assistance received in another state, will close effective October 1, 2011.

Effective October 1, 2011, the JET Program will no longer serve any TANF recipient whose case closes due to the participant reaching either the federal or state lifetime limit. Affected participants' cases will receive a Case Closure due to "Other" from Bridges on the One-Stop Management Information System (OSMIS). However, participants that are involved in a training or employment activity will need to have their JET participation terminated **manually** on the OSMIS. When OSMIS receives a case closure for a participant who has exceeded the 48 or 60 month time limit, the MWA can continue to pay for supportive services until the end of the calendar month.

TWW Employment Solutions is responsible for adhering to all policies and procedures set forth under the grant which include the Welfare Reform Management Information Guide (WRMIG), LARA Policy Issuances, Michigan's Minimum Wage Law, which will be used in conjunction with this Statement of Work as a basis for fulfilling programmatic requirements and report adherence.

CONTRACTOR PERFORMANCE

TWW Employment Solutions is responsible for adhering to all policies and procedures set forth under the grant and understand that their performance and continued funding is based upon the following:

Performance which falls below contract goals and objectives or, which otherwise; does not accord with contract standards, conditions, specifications, limitations and requirements will constitute non-compliance with the terms of this contract. The City will require TWW Employment Solutions to submit a corrective action plan, decline certain payments, and/or the City may terminate the contract altogether for non-compliance. For more, see Section XIV-Monitoring and Corrective Action in the line-item boilerplate, page 17.

Failure to achieve contractual placement, retention, and participation rate goals stipulated herein will jeopardize future funding for the program(s) called for herein and may necessitate deobligation of the funds obligated hereunder.

Success in achieving or exceeding the contractual placement, retention, and participation rate goals stipulated herein will warrant the assignment of possible priority for additional funding for the program(s) called for herein, either during the current fiscal year or next fiscal year, provided all other contractual obligations are met and sufficient funds are available.

PROGRAM DESIGN

A. Participant Referral Process

TWW Employment Solutions will accept for services individuals referred by the Wayne County Department of Human Services (DHS) and conduct the General Orientation at the training site. Individuals who have attended the General Orientation will be referred to hereinafter as "participants." All referrals will be made electronically by DHS staff via the One Stop Management Information System (OSMIS) Welfare Reform data input screen. TWW Employment Solutions will ensure that job readiness for each participant will begin no later than ten (10) days from the date the participant attended General Orientation.

It is the responsibility of the contractor to enter all participant data related to orientation, work activity, and the Individual Service Strategy (ISS) into the One Stop Management Information System (OSMIS), within two (2) business days of obtaining the information (LARA Policy Issuance 06-11 and changes).

It is further the contractor's responsibility to enter actual hours as outlined in LARA Policy Issuance 06-34, Change 10 and changes. Actual hours must be entered a minimum of every two (2) weeks for non-work activities, such as job search or education, and every week for employment.

B. Individual Assessment

TWW Employment Solutions will conduct an assessment of each JET participant to evaluate the individual's reading and math skills. Standardized assessment tools (i.e., TABE, COPEs, Work Keys, CASAS, PESCO Sage Computerized/Manual System, and/or COPS) will be administered to assess prior work values, interest inventory, and employability skills. Participants assessed at a reading and/or math skill level below ninth grade on a standardized assessment, must participate in an appropriate, comprehensive basic skills education program to address these deficiencies.

All assessment information will be documented on the JET participant's Individual Services Strategy (ISS). The ISS is an electronic, web-based service plan used to outline the action steps for participants to become self-sufficient. The ISS must be periodically updated as the participants receive services that will lead to self-sufficiency and case closure. This document will be completed electronically and maintained in the OSMIS within 30 days of program enrollment. Participant will be provided with an acknowledgment copy of the ISS.

The ISS must be continuously updated via electronic case notes on the OSMIS, reflecting all changes in services received and records/documents kept, in addition to reflecting when participants meet goals and objectives of the plan or as changes occur to stated goals and objectives.

C. Required Hours of Participation

TWW Employment Solutions will ensure that each JET participant strictly adheres to the required hours of participation, which must be entered into the OSMIS. All adults referred to JET will be required to participate from 20 to 55 hours per week to satisfy the State of Michigan's work participation requirements.

Documentation used to support hours of participation in all activities must meet the criteria set forth in Michigan's TANF Work Verification Plan. Contractor must continue to maintain adequate documentation in the case file for the 20/30/35/55 hours of work participation per week for each participant, as appropriate, for federal reporting purposes.

The required hours for federal reporting purposes are as follows:

Single-parent family <u>with</u> a child under the age of six.....	20
Single-parent family <u>without</u> a child under the age of six.....	30
Two-parent family <u>not utilizing</u> federally-funded child day care.....	35
Two-parent family <u>utilizing</u> federally-funded child day care.....	55

Additionally, JET participants are not required to test the labor market prior to entering activities such as condensed vocational training and secondary education.

Forms of acceptable documentation for employed individuals include:

- Pay Stubs;
- Employer Reports;
- Employment Verification Forms; and
- Employment Attendance Records.

All documentation verifying participation in non-work activities must be maintained and updated every two weeks. Job Search/Job Readiness activities must be supervised and documented on a daily basis. Forms of acceptable documentation for non-work activities include:

- Authorized Timesheets with Required Signature(s);
- Verifiable Attendance Records;
- Job Search Logs;
- Performance Reviews Provided by the Contractor; or
- Official School Attendance Records.

D. Participant Orientation

General Orientation will be conducted at the contractor's site. Topics and material to be disseminated include the following:

- JET Program Goals And Objectives
- Participant Discrimination And Non-Discrimination Complaint/ Grievance Procedure Forms
- Equal Opportunity Statement
- Staff Introductions And Respective Role/Assignment
- Workshop, Job Search And Job Placement Schedules
- Attendance Policy
- Tour of Facility
- Overview of Rules And Regulations / Code of Conduct
- Individual Service Strategies (ISS) and/or Family Self-Sufficiency Plan (FSSP)

E. Allowable Activities

The Federal Final Rule identifies eight components as "core activities," and three components as "non-core activities." The remaining three activities "non-core activities" can only count as participation after the first 20 hours of participation requirement.

The components and their classifications are outlined below:

Core Activities:

- Unsubsidized Employment
- Subsidized Public or Private Sector Employment
- Work Experience
- On-the-Job Training (OJT)
- Job Search and Job Readiness Assistance (limit of 12 weeks per year)
- Community Service Programs
- Vocational /Educational Training (12-month lifetime limit)
- Childcare (for an individual doing community service)

Non-Core Activities:

- Job Skills Training directly related to employment
- Education directly related to employment
- Secondary Education (attendance at high school for completion or GED preparation)

The following referral services should also be made available for JET participants:

- Treatment services (i.e., substance abuse, mental health, and disabilities);
- Supportive services (i.e., automobile purchase, automobile repair, housing, utility, emergency food, clothing, and other services);
- Family stability services (i.e., spousal abuse, parenting, conflict resolution, family literacy, childcare, nutrition, fatherhood, marriage and early childhood education);
- Life skills education and support (i.e., dietetics and nutrition, consumer education, housing and environment, and apparel, textiles, and other related services);
- Asset building and financial support (i.e., money management, homeownership, Individual Development Accounts and other related services).

JET participants will be able to combine these activities with reduction in work hours. TWW Employment Solutions is responsible for ensuring that appropriate documentation of activities and hours of participation for all JET participants are available for review (e.g., times sheets, referral forms, etc.) indicating participants are fulfilling the requisite hours obligation to remain in compliance.

F. Training Hours and Holidays:

TWW Employment Solution's Job Search and Job Readiness activities will be conducted Monday through Friday from 8:30 a.m. until 4:30 p.m. with a scheduled lunch from 12:00 p.m. to 12:30 p.m.

Scheduled contractor activities will not be conducted on the following official holiday observances:

Veteran's Day	11/11/11	New Year's Day Observ.	01/02/12
Thanksgiving Day	11/24/11	MLK Birthday Day	01/16/12
Day After Thanksgiving	11/25/11	Good Friday	04/06/12
Christmas Eve Observance	12/23/11	Memorial Day	05/28/12
Christmas Day Observance	12/26/11	Independence Day	07/04/12
New Year's Eve Observance	12/30/11	Labor Day	09/03/12

Any other days, which are not listed above, including closings for inclement weather, require approval from the MWA. Holidays will not interfere with the required hours of participation.

G. Attendance Control

TWW Employment Solutions will monitor the number of participants who report to general orientation and are enrolled in an activity to ensure that an overall minimum of 75% attendance is maintained. Participants who do not fulfill the required participation hours will be reported to DHS for triage.

Reasons for scheduling a meeting with a Triage Specialist for non-compliance are as follows: (See Policy Issuance 06-34 and changes)

- Missed appointment/meeting
- No participation in required activity
- Refused job referral
- Refused to complete job application
- Missed interview
- Oral/written refusal to comply
- Disruptive/abusive behavior
- Refused supportive services
- Refused employment
- Quit or was fired from job

During JS/JR activities, the participant's attendance must be documented on a daily sign-in sheet. Participants will be required to sign in (full name signature) immediately upon arrival to the program facility, in and out for lunch, and sign out upon leaving the facility each day for the duration of the program. **Each participant must sign his or her own name. TWW Employment Solutions is not allowed to sign in or out for participants.**

TWW Employment Solutions will be responsible for checking attendance records daily, maintaining records throughout the program, and keeping a master record of each participant's attendance, which will be separate from the participant sign-in sheets. Participants with attendance problems will be referred to counseling.

Exhibit I-7

Participants will document attendance when in the field conducting independent job search. This documentation will serve as evidence of participation in the program while conducting job seeking and interview activities. The following information should appear in the documentation: employer's address, telephone number, contact person(s) (signatures, if possible), status of job search activity, participant's name, time of activity, and date.

Excused Absences

For the purposes of meeting work participation, actual hours may include the hours for which an individual was paid, including paid holidays and sick leave. For participation in unpaid work activities, it may also include excused absences for hours missed due to holidays, and a maximum of an additional 10 days of excused absences in any 12-month period; no more than two of which may occur in a month.

Before a participant can be terminated, a "Triage" session must be held to determine good cause for non-compliance. Participants who do not qualify for deferral will receive sanctioned penalties by the DHS.

H. Curriculum

The JET Protocol, Exhibit I, Attachment A must be used to enhance job seeking skills and job retention. Participants who have demonstrated comprehension of the elements of the protocol may be allowed to be fast-tracked into employment and/or training opportunities. The case notes should document that the participant has received the necessary elements of the protocol. (See LARA Policy Issuance for a definition of job search and job readiness Exhibit I, Attachment I, page 7.) Skills to be taught include, but are not limited to:

- Attendance and Punctuality
- Career Awareness
- Conflict Resolution
- Financial and Time Management
- Dealing with Criticism and Complaints
- Hygiene and Personal Grooming
- How to Complete a Job Application
- Resume Writing
- Interviewing Techniques
- Telephone Techniques
- Effective Communication
- Labor Market Information
- Life Skills, and
- Substance Abuse

I. Quality of Life Initiative

TWW Employment Solutions must include a life skills component dedicated to a Quality of Life initiative. This component should address the personal responsibility of focusing on the learning and development of youth, the overall safety of citizens, and maintaining of a litter-free city.

Additionally, contractors are directly responsible for maintaining a safe, clean, accessible, and litter-free building, including their surrounding property, such as entrances, exits, parking lots, curbs, alleyways, lawns, and all parts of the interior.

J. Instructional Methods

A variety of instructional methods will be implemented throughout the JS/JR to provide participants with the most up-to-date and effective services available. Such methods will include lectures, mock interviews, demonstrations, discussion periods, role-playing, videos, and practical application.

K. Instructional Tools, Equipment and Supplies

TWW Employment Solutions will provide, at no cost to the participant, all of the necessary tools, equipment, and supplies.

L. Employment Related Comprehensive Counseling

Pre and post interview counseling will be conducted to evaluate how the participant performed on his/her job interview and discuss ways to prepare for the next interview, if needed.

Each participant will be assigned a counselor by TWW Employment Solutions who will be the same person for each contact with participant.

Records of all placement steps will be kept, including records of employer contacts made, referrals, outcome of interview(s), employment documentation, retention and follow-up.

One-on-one counseling will be performed as needed, and must be documented in the participant's folder, as well as recorded on the Management Information System.

M. Comprehensive Guidance Counseling and Supportive Services

TWW Employment Solution's case managers will provide guidance counseling to participants. Such services will include counseling, referrals for such services as medical, mental health and substance abuse assistance, along with provisions for bus tickets. Facilitating the attainment of financial assistance for those pursuing continuing education is required, as well.

Exhibit I-9

Supportive services will be available to participants in the form of mileage reimbursement, auto repair, auto purchase, auto insurance, work-related clothing, work-related tools, and other support services, that may be provided by the Detroit Workforce Development Department and/or designated JET contractor(s).

Participants are required to obtain three written estimates when requesting work-related clothing, tools, auto repair, auto purchase, etc. The TWW Employment Solutions is responsible for ensuring that an itemized receipt is obtained for the amount of the supportive service check and or greater than that amount. A copy of this receipt **must** be forwarded to the designated supportive service provider. Failure to provide itemized receipts will prevent participants from receiving additional supportive services, and **will** require the contractor to reimburse the designated supportive service provider for any undocumented supportive service payments.

N. Case Management/Follow-up and Placement Verification

TWW Employment Solutions will provide case management activities as necessary to assist participants in achieving employment at sufficient wages and hours, which will result in TANF case closure. Examples of such activities include: working with employers to develop career ladder programs to provide more working hours to a participant; enrollment of participants into Post-Employment Training programs; consulting with the participant's Department of Human Services (DHS) Human Services Specialist to address situational barriers; and utilizing other community agencies for additional necessary services. Case Managers may elect to participate in home calls with DHS, but they must participate with DHS in the mandatory triage meetings with their participants.

TWW Employment Solutions will be responsible for case management follow-up every 30 days until case closure by DHS or non-compliance, whichever occurs first. An Employment Verification Form (Exhibit IIIC or other approved form) will be captured in participant case notes and retained in the participant's file folder. TWW Employment Solutions will document 90 and 180 day employment retention for JET participants and subsequent 60-day follow-up in the OSMIS until case closure.

TWW Employment Solutions is required to record all appropriate case management information and follow-up notes in a timely manner, which is defined as at least once every two weeks. Information may include identified barriers and steps taken to remove them, supportive services, and employment information from each follow-up. Failure to adhere to this timeline will place the contractor in non-compliance and may jeopardize the contractor's funding.

O. Participants Not Placed

When a participant completes the initial four (4) weeks of job search and job readiness activities without finding employment, TWW Employment Solutions will complete a four (4) week Job Search/Job Readiness Re-Assessment (See Exhibit I, Attachment D).

Exhibit I-10

This re-assessment will become part of the participant's file folder, and it must be done prior to completion of the fifth (5th) week. It will consist of:

- Identification of the barriers, which may have prevented the participant from obtaining employment;
- A description of the steps that will be taken to remove those barriers, including the identification of appropriate education and training programs available to the participant.

P. Staff Responsibilities and Qualifications

The staff list and organizational chart are listed in Exhibit IV. TWW Employment Solutions is responsible for notifying the Program and Fiscal Planners, in writing, of staffing changes within five (5) business days of such change.

Q. Participant Files

The following documents must be contained in each participant's file folder:

- Appointment Letter (given to participant at General Orientation)
- Signed Authorization for Release of Information Form
- Signed "Participant Complaint/Grievance Procedure (Non Discrimination Cases)"
- Signed "Discrimination Complaint Procedure"
- Appeal Process for Program Assignment and Equal Opportunity Statement
- Detailed Updated Case Notes
- Attendance Sheets
- Actual Hours Documentation
- Completed Supportive Services Request Form (if applicable)
- Copy of Supportive Services Payment Check with Participant's Signature along with receipts
- JET Participant Job Readiness Calendar Exhibit I, Attachment C Forms(s)
- Four Week Job Search/Job Readiness Re-Assessment Exhibit I, Attachment D
- Completed Employment Entry and Verification Form(s)*
- Individual Action Plans and Service Strategy

*Verification of employment is required to be retained in the participant's file folder, as well as verification of 90/180-day retention and subsequent 60-day follow-up through case closure. Exhibit IIIC can be used for this purpose or some other hard copy proof of verification with verifier's signature affixed, employer's representative's name and the date verification was made.

**ISS and case notes are electronically maintained in the OSMIS but available upon request by the MWA and/or State of Michigan.

Exhibit I-11

The "Social Security Number Privacy Act" Public Act 454 of 2004 prohibits the use of all or more than four sequential digits of an employee, student, or other individual's Social Security number, with the exception of:

"(i) State or federal law, rule, regulation, or court order or rule authorizes, permits, or requires that a social security number appear in the document.

(ii) The document is sent as part of an application or enrollment process initiated by the individual."

Excerpt from Legislative Analysis, Social Security Number Privacy Act (Senate Bill 795 as passed by the Senate) and Public Act 454 of 2004.

R. Other Required Documents

TWW Employment Solutions is also responsible for the timely submission of the following:

- Contractor Invoice (Due the 5th working day of each month)
- Monthly Cumulative Earning and Actual Earning Report

2012 JET CONTRACTORS PROGRAM DESIGN WEEK 1

INITIAL ASSESSMENT *20 – 35 VERIFIABLE HOURS OF PARTICIPATION*

<u>ACTIVITY</u>	<u>PRODUCT / OUTCOME</u>	<u>REQUIRED FORMS</u> <i>(to be developed and submit to DWDD for approval)</i>
1. Required Assessments <ul style="list-style-type: none"> • TABE or Equivalent • FAST 	TABE FAST Confirmation Number for each client	Individual client sign-in sheet
2. ISS	Client completed ISS	Counseling form
Assign Case Manager / Counselor	Client Case Load for Case Manager	Goal sheets
Individual client meeting a. 1 st week with case manager / counselor	Counseling notes / participant sign-off	
a. Barrier Identification		
b. Supportive Service needs Determination, i.e. <ul style="list-style-type: none"> • Birth Certificate • Driver's License • Car Repair • Licensure • Clothing 	Supportive Services plan	
c. Develop preliminary short/long term goals		
Assign client to General Enrichment Workshops, i.e. <ul style="list-style-type: none"> • Appearance • Attitude • Domestic Violence, etc. 	List of Goals (measurable)	Activity sign-in sheet
Develop client schedule Develop Initial Client Participation Plan	Participation plan including Client schedule of activities	Client participation form

2012 JET CONTRACTORS PROGRAM DESIGN WEEK 2

JOB READINESS TRAINING 20 – 35 VERIFIABLE HOURS OF PARTICIPATION (Refer to Required Course Outline Attached)

<u>ACTIVITY</u>	<u>PRODUCT / OUTCOME</u>	<u>REQUIRED FORMS</u> <i>(to be developed and submit to DWDD for approval)</i>
Job Readiness Training	Certificate of Completion 2-3 assessments Participant portfolio	Materials / Forms Specific curriculum and training materials
Individual Counseling	Counseling notes with Participant sign-off	
Review and update client participation plan	Updated plan	
Prepare 4 year plan	4-year plan/strategy toward self-sufficiency	Long-term plan description, emphasize reduction/elimination of cash benefits
Education / Training referral <i>(Based on review of assessments and scores)</i>	Client Referral Materials for developing career and Job Search Plan	Referral forms completed i.e.: Career Center Training GED, etc.

2012 JET CONTRACTORS PROGRAM DESIGN COURSE OULTINE FOR DWDD JET CONTRACTORS WEEK 2

**Staff must attend DWDD Workshop for Job Readiness Training Protocol*

Day I

8:30 a.m. – 10:00 a.m.

Client Interview / Counseling

10:00 a.m. – 12:00 p.m.

Self Discovery

Values Assessment

Cataloging Personal Accomplishments and Skills

Whether work-related or not – What does client know how to do?

1:00 p.m. &- 3:30 p.m.

What's important – Personal Values

Personal Expectations for Employment

Identifying Personal Barriers to Success

Day II

3:30 a.m. – 10:00 a.m.

Client Interview / Counseling

10:00 a.m. – 12:00 p.m.

External Barriers to Success

Career Assessments Inventory

1:00 p.m. – 3:30 p.m.

Setting Goals – Short & Long Term

Day III

8:30 a.m. – 10:00 a.m.

Client Interview / Counseling

10:00 a.m. – 12:00 p.m.

Social Skills

1:00 p.m. – 3:30 p.m.

Decision Making Skills

Day IV

8:30 a.m. – 10:00 a.m.

Client Interview / Counseling

10:00 a.m. – 12:00 p.m.

Employment Skills

1:00 p.m. – 3:30 p.m.

Developing & evaluating your resume'

(Not Talent Bank Resume: Must be customized to client)

Day V

3 a.m. – 10:00 a.m.

Client Interview / Counseling

10 a.m. – 12:00 p.m.

Job Search & Communication Skills

Job Survival and Success Assessment

1:00 p.m. – 3:30 p.m.

Setting JET Training / Career Goals

Week Two (continued)

In addition to the above course outline. JET Contractors will provide Counseling, Review and update the client's participation plan, help with preparation of a 4 year plan; and make necessary Education / Training referrals (based on review of assessments and scores)

MEASURABLE OUTCOMES FROM WEEK 2

1. Up to 30 hours Verifiable hours of participation in allowable activities
2. 2 -3 written assessments of client performance in week 2
3. Participant Portfolio of completed assignments
4. Career & Job Search Plan
5. Certificate of Completion of week 2

18-009704-CK FILED IN MY OFFICE Cathy M. Garrett WAYNE COUNTY CLERK 8/7/2018 11:10 AM Susan Dixon

2012 JET CONTRACTORS PROGRAM DESIGN
WEEK 3

FOCUS JOB SEARCH – COUNSELING – REFERRAL TO TRAINING
20 – 35 VERIFIABLE HOURS OF PARTICIPATION

<u>ACTIVITY</u>	<u>PRODUCT / OUTCOME</u>	<u>REQUIRED FORMS</u> <i>(to be developed and submit to DWDD for approval)</i>
Meetings with Counselor / Job Developer	Identify Individualized openings for each client	Focused Job Search Form documenting job developer performance
Review Client Participation determine client commitment	Job Search Plan in Participant area of interest	Verification of Job Search Employer and Customer Specific
Recommendations / Referral to Training: JED Testing JED Prep	Counseling notes with Client sign-off	Counseling Forms
Development of customized Resume specific to each job interview	Documented Referrals	Referral Forms
in focused job search	Marketable Resume	
Complemental Training, i.e. Literacy, Basic Computer Literacy Workshop	Develop specific job search assignments; Detailed daily feedback on results	
	Pre-post Tests	Activity Sign-in Sheets

2012 JET CONTRACTORS PROGRAM DESIGN WEEK 4

FOCUSED JOB SEARCH AND TRAINING 20 – 35 VERIFIABLE HOURS OF PARTICIPATION

<u>ACTIVITY</u>	<u>PRODUCT / OUTCOME</u>	<u>REQUIRED FORMS</u> <i>(to be developed and submit to DWDD for approval)</i>
Continue focused Job Search	Specific job leads developed for each participant Verify number of interviews	
On-going Counseling	Counseling notes with Client sign-off	
Documentation of Employer interview results	Noted deficiencies / positives	Counseling notes verifying Employer comments
On-going training / Counseling	Case Notes referencing counselor assessment	
Placements	Verify placement and Client satisfaction with placement	
Triage Referrals or re-Assessment	Case notes reference counselor evaluation	4-Week Job Readiness Re-assessment completed;
Review Client Participation	Revise if needed to meet required hours	
Development of Retention Plan	Follow-up with Client at 30 day intervals to 180 days or case closure to income	Retention Case Notes and Case Closure Form

2012 JET CONTRACTORS PROGRAM DESIGN

Additional Requirements

1. List of enrichment workshops with curriculum approved by DWDD.

Orientation

2. Sign-in sheets to DHS – Maintain File of Sign-in Sheets – forward to DHS.
3. Enter MIS data for each Client at minimum of every two weeks for every Client.
4. Client File
 - Weekly Sign-in Sheet for each Client
 - Signed Authorization for Release of Information Form
 - Signed “Participant Complaint/Grievance Procedure (Non Discrimination Cases)”
 - Signed “Discrimination Complaint Procedure”
 - Appeal Process for Program Assignment and Equal Opportunity Statement
 - Detailed Counseling and Case Notes
 - Counseling / Phone Log
 - Appointment Letter (given to participant at General Orientation)
 - Completed Supportive Services Request Form (if applicable)
 - Completed Employment Entry and Verification Forms(s)
5. Resumes of all staff

4111000

Curriculum Outline

Exhibit I, Attachment B

Week 2 Day 1	Activity	Product/Outcome	Forms/Materials Used
8:00-9:00	Arrival and Sign-in	<ul style="list-style-type: none"> Documentation of actual individual participation 	<ul style="list-style-type: none"> Individual weekly timesheet
9:00-10:00	Case Management: <ul style="list-style-type: none"> Job log completion of previous week's activities documentation 	<ul style="list-style-type: none"> Assessment of previous week's activities Establishing current week's activities 	<ul style="list-style-type: none"> Counseling Log Case Manager Log Client Participation Plan
10:00-12:00	Interview client by staff; <ul style="list-style-type: none"> Client expectations Values Assessment Developing Core Values: <ul style="list-style-type: none"> Cataloging personal accomplishments & skills - What does the client know how to do? 	<ul style="list-style-type: none"> Assessing what client expects to obtain from program Each customer shall demonstrate that they assessed their current values and expectations as well as catalog their personal accomplishments and skills 	<ul style="list-style-type: none"> Understanding Your Personal Style Worksheet Skills Assessment Job Search Attitude Inventory Leisure/work Search Inventory
12:00-1:00	Lunch		
1:00-3:30	Personal values - What is important? Personal expectations for employment Identifying personal barriers to success	<ul style="list-style-type: none"> Understanding and satisfying employment expectations for JET Understanding what employers expect Understanding workplace culture Learning to relate to company style Each customer shall identify both personal barriers to success and begin to plan strategies to overcome barriers 	<ul style="list-style-type: none"> Worksheet 30 Ways to Shine as a New Employee: A Guide to Success in the Workplace by Denise Bissonnette Employment Readiness and Obstacle Identification Index I The World of Work & You by JIST Works

0-10:00	Management: Job log completion of previous week's activities documentation	Individual participation Assess week's activities Establishing current week's activities	Individual weekly timesheet Counseling Log Case Manager Log Client Participation Plan (See Day 1 for forms)
12:00	<p>External barriers to success</p> <p>Basic Survival Skills:</p> <ul style="list-style-type: none"> Housing Financial literacy Personal and Financial Budgeting Money Management <p>Strategies for removing barriers:</p> <ul style="list-style-type: none"> Lack of basic survival needs Physical and psychological problems, substance abuse, domestic violence and low self-esteem Lack of career planning and career decision making skills Lack of job search plan Need for additional job training or education for the job sought 	<ul style="list-style-type: none"> Each customer shall identify external barriers to success and begin to plan strategies to overcome barriers Goals for determining plan of actions 	<ul style="list-style-type: none"> Barriers To Employment Success Inventory (BESI) Video: <i>Now What? A Guide to Jobs, Money, and the Real World</i> Obstacle Identification Index II Plan to Overcome Barriers Developing Support Systems Time Management Worksheet
12:00	Career assessment inventory	<ul style="list-style-type: none"> Each customer shall be exposed to new career information and identify several career ladder options 	<ul style="list-style-type: none"> WorkKeys Meyers-Briggs
1:00	Lunch		
3:30	<p>Setting Goals:</p> <ul style="list-style-type: none"> Setting a Specific Goal Short & Long Term Goals Identify Job Training and Set Learning Goals Setting Reasonable Goals Plan ways to achieve your goal Identify Obstacles and Mind Binders Overcome Obstacles 	<ul style="list-style-type: none"> Each customer shall participate in goal setting exercises and complete a short and long term planning strategy on multiple components of successful living A list of goals to be used in four year plan 	<ul style="list-style-type: none"> Goal worksheets - starting with a goal in mind

	Management: Job log completion of previous week's activities documentation	Social Skills: Job interview etiquette Teamwork Marketing Yourself for the Workforce: • Self-Esteem • Dress and Grooming • General Appearance • Hair and Makeup • Body Language • Reasons why employers reject some applicants • Networking • Qualities an employer looks for when hiring and promoting	Lunch	Decision-Making Skills: Strategies for removing barriers: • Lack of basic survival needs • Physical and psychological problems, substance abuse, domestic violence and low self-esteem • Lack of career planning and career decision making skills • Lack of job search plan Need for additional job training or education for the job sought Who Moved My Cheese?: • Positive Thinking • Taking Action	Individual weekly timesheet • Counseling Log • Case Manager Log • Client Participation Plan (See Day 1 for forms)
10-10:00	Assessing it of previous week's activities Establishing current week's activities	Each customer shall review the twelve (12) essentials of effective teamwork in the workplace and design a plan by which they demonstrate how they will showcase these social skills when they begin work			
11-12:00					
12-1:00					
1:30					

Exhibit I, Attachment B

C 0-10:00	Management: Job log completion of previous week's activities documentation	indiv Assess week's activities Establishing current week's activities	Individual weekly timesheet Counseling Log Case Manager Log Client Participation Plan (See Day 1 for forms)
13-53846-tjt 02:00	Employability Skills What to do Before the Interview: <ul style="list-style-type: none"> Knowledge of company interviewing with Location and Contact Information Practice interviewing and having answers to questions employer might ask Map route to interview Prepare interviewing attire Collect items needed: ID, Résumé, Social Security Card Call to confirm interviewing time 	<ul style="list-style-type: none"> Customer will be able to interview effectively 	<ul style="list-style-type: none"> Preparing for the interview Conducting a mock interview Interview Do's and Don'ts Mock interview evaluation Résumé writing
	Completing Employment Applications Interviewing Process: <ul style="list-style-type: none"> Hidden elements of interviewing Interviewing Etiquettes Body Language Speech Choosing the Right Words Successful Interviewing 	<ul style="list-style-type: none"> Practice Interviewing Customer will be able to see and hear their individual interview Customer will learn job searching strategies 	<ul style="list-style-type: none"> Completion of blank application How to complete employment application
	Practice Interviewing Job Searching Strategies Telephone Techniques Using the Internet	<ul style="list-style-type: none"> Exploring various job listings on the internet MiCareer Builder MTB HotJobs 	<ul style="list-style-type: none"> Computer, Websites for job listings Videos: <ul style="list-style-type: none"> Strategies That Get Results Effective Interviewing Skills First Impressions
11:00	Lunch		
03:30	Developing & Evaluating Your Résumé	<ul style="list-style-type: none"> Customized résumé 	<ul style="list-style-type: none"> Résumé Writing Guide Video: Paper Job Search Tools

Exhibit I, Attachment B

0-10:00	Management: Job log completion of previous week's activities documentation	Ind. participation Asses. of previous week's activities Establishing current week's activities	Individual weekly timesheet Counseling Log Case Manager Log Client Participation Plan (See Day 1 for forms)
10:00-12:00	Job Search and Communication Skills Effective Communication: • Barriers to Communication (verbal/written) • Listening Skills • Paraphrasing • Telephone Tips & Techniques • Using "I" Messages • Basic computer skills • Reading & writing communication	• Customer will be an effective communicator in the workplace • Customer will be able to access online applications and assessments	• Occupational Outlook Handbook by the US Bureau of Labor Statistics • Using Communication Skills in the Workplace • Monitoring your comprehension • Becoming a critical thinker • Listening Skills • Listening Skills exercise 1,2,3 • Computer system/internet handouts
12:00-1:00	Successful Interviewing: • Keys to Successful Interviewing Practice Interviewing: • Audio Tape of Interview • Video Tape of Interview • Peer Mock Interview • Interviewing with company staff • Individual Interview • Interviewed by a team Lunch	• Customer will have resources for conflict resolution	• Tape recorder • Video camera • Worksheets
1:00-3:30	Job Survival and Success Assessment		• Job search log • Job search field assignment • Computer log • Employment contract forms • Job Survival Skills by Margaret M. Brewner • How to be Successful At Work by Debra Allcock

Exhibit I, Attachment B

<ul style="list-style-type: none"> • Setting JET Training / Career Goals • Introduction to Customer Service Training 	<ul style="list-style-type: none"> • Customer will have a Participation Plan that will assist in the preparation of a four year plan • Skills that will make customer more competitive in today's job market 	<ul style="list-style-type: none"> • Occupational Outlook Handbook by the US Bureau of Labor Statistics • Video: Happy Customers by Herman Cain • Labor Market data • Sign In Sheet • Counseling Log • Case Manager Log • Client Participation Plan
		<p>(See Day 1 for forms)</p>

JOBS, EDUCATION, AND TRAINING (JET)
GENERAL FUND/GENERAL PURPOSE (GF/GP)
BUDGET INFORMATION SUMMARY (BIS)
INSTRUCTIONS

SECTION I - IDENTIFICATION INFORMATION

1. Michigan Works! Agency (MWA): Enter the name of the MWA.
2. MWA Number: Enter the number assigned to the MWA.
3. Policy Issuance (PI) Number: Enter the appropriate PI number. "11-xx" has been preprinted.
4. Plan Period: Identify the time period covered by the plan. "10/01/11 through 09/30/12" has been preprinted.
5. Grant Name: Enter the grant name. "FY 12 JET GF/GP" has been preprinted.
6. Project Name: Enter the project name. "JET GF/GP" has been preprinted.

SECTION II - TOTAL FUNDS AVAILABLE

1. Initial Allocation: Enter total GF/GP amount allocated for the plan period.

SECTION III - CURRENT PLANNED EXPENDITURES BY COST CATEGORY

1. Direct Client Services: Enter the amount to be spent for Direct Client Services during the plan period. This amount should include all Direct Administrative Costs associated with the delivery of the Direct Client Services, including the cost for contracts devoted entirely to program services.

Examples of Direct Administrative Costs taken from the TANF Regulations:

- Providing program information to participants.
- Screening and assessments.
- Development of employability plans.
- Work activities.
- Work supports.
- Case management.
- Salaries and benefits for staff providing program services.

- Program related supplies, equipment, travel, postage, utilities, rental, and maintenance of office space.

- a. Work Subsidies: Enter the amount to be spent on work subsidies during the plan period.

Work subsidies include: payments to employers or third parties to help cover the costs of employee wages, benefits, supervision, or training. Do not include expenditures related to payments to participants in community service and work experience activities that are within the definition of assistance.

- b. Education/Training Activities: Enter the amount to be spent on education and/or training activities during the plan period.

Education/training activities include: satisfactory attendance at secondary school or in a course of study leading to a certificate of general equivalence; education directly related to employment (may include adult basic skills education and English as a Second Language [ESL]); and vocational education training (includes vocational occupational training, condensed vocational training and internships, practicums, and clinicals; and may also include ESL, basic and remedial education).

- c. Other Work Activities: Enter the amount to be spent on other work activities during the plan period.

Other work activities include: (a) work activities that have not been reported as education or work subsidies (including staff costs related to providing work experience and community service activities, on-the-job training, job search and job readiness, and job skills training); (b) related services (such as employment counseling, coaching, job development, information and referral, and outreach to business and non-profit community groups); and (c) other work-related expenses. Include such costs when provided as part of a diversion program or as transitional services to individuals who ceased to receive assistance due to employment.

2. Supportive Services: Enter the amount to be spent for each of the supportive services cost categories during the plan period.

- a. Auto Purchases: Enter the cumulative amount to be spent on auto purchases for the plan period.
- b. Public Transportation Allowances: Enter the cumulative amount to be spent on public transportation allowances for the plan period. This amount includes any fees related to open-door public transportation, such as bus tokens, taxi fares, etc.
- c. Auto-Related Expenses: Enter the cumulative amount to be spent on auto-related expenses during the plan period. This amount includes automobile repairs, participant mileage reimbursement, license and registration fees, etc.

- d. Other Supportive Services: Enter the cumulative amount to be spent on other supportive services during the plan period. This amount includes mileage paid to volunteer drivers, clothing/uniform allowances, professional tools, business start-up expenses, moving expenses, etc.
3. Administration: Enter the amount to be spent for each of the administrative cost categories during the plan period.

- a. General Administrative Costs: Limited to 12 percent of the MWA's allocated funds. Enter the cumulative amount to be spent on costs associated with the general administration and coordination of the program for the plan period. If incentive awards are distributed, general administrative costs are limited to 25 percent of the award.

Examples of General Administrative Costs taken from the TANF Regulations:

- ✓ Salaries and benefits of staff performing administrative and coordination functions.
 - ✓ Preparation of program plans, budgets, and schedules.
 - ✓ Monitoring of programs and projects.
 - ✓ Fraud and abuse units.
 - ✓ Procurement activities.
 - ✓ Public relations.
 - ✓ Services related to accounting, litigation, audits, management of property, payroll, and personnel.
 - ✓ Costs for the goods and services required for the administration of the programs (e.g., supplies, equipment, postage, utilities, rental and maintenance of office space).
 - ✓ Travel costs incurred for official business.
 - ✓ Management and information systems not related to the tracking and monitoring of TANF requirements (e.g., payroll system for the MWA staff).
 - ✓ Preparing reports and other documents.
- b. Information Technology/Computerization: (Not limited to a percentage of funding.) For the plan period, enter the cumulative amount to be spent on the information technology and computerization needed for the tracking and monitoring required by TANF. This includes the salaries and benefits of staff that develop, maintain, support, and/or operate the tracking and monitoring portions of the information technology or computer systems. Contracts for such services are included in this cost category.

4. Total Planned Expenditures: Enter the total of the lines above to obtain the total planned expenditures for the plan period.

JET
GF/GP - BIS**SECTION I - IDENTIFICATION INFORMATION**

1. Michigan Works! Agency (MWA):		2. MWA Number:
3. Policy Issuance Number: 11-XX	4. Plan Period: 10/01/11 through 09/30/12	
5. Grant Name: FY 12 JET GF/GP	6. Project Name: JET GF/GP	

SECTION II - TOTAL FUNDS AVAILABLE

Funding Source: GF/GP	Amount
1. Initial Allocation	\$

SECTION III - CURRENT PLANNED EXPENDITURES BY COST CATEGORY

Cost Category	Amount
1. Direct Client Services (incl. Direct Administrative Costs)	
a. Work Subsidies	\$
b. Education/Training Activities	\$
c. Other Work Activities	\$
2. Supportive Services	
a. Auto Purchases	\$
b. Public Transportation Allowances	\$
c. Auto-Related Expenses	\$
d. Other Supportive Services	\$
3. Administration	
a. General Administrative Costs (limitations apply)	\$
b. Information Technology/Computerization	\$
4. Total Planned Expenditures	\$

(09/11)

The Workforce Development Agency State of Michigan does not discriminate in employment or in the provision of services based on race, religion, color, national origin, sex, age, height, weight, marital status, arrest without conviction, disability, political affiliation or belief in programs funded under the Personal Responsibility and Work Opportunity Reconciliation Act (PRWORA) of 1996.

The Budget Information Summary must be in compliance with PRWORA of 1996. Noncompliance penalty results in withholding of funds.

PURE MICHIGAN®

E-mailed: 09/28/11(pv)

Workforce Development Agency, State of Michigan (WDASOM)Policy Issuance (PI): 11-08

Date: September 28, 2011

To: Michigan Works! Agency (MWA) Directors

From: Gary Clark, Director, Office of Talent Development Services
(SIGNED)

Subject: Fiscal Year (FY) 2012 Jobs, Education and Training (JET) Program Plan Instructions

Programs Affected: JET

References: Reauthorization of the Temporary Assistance for Needy Families (TANF) Program; Final Rule, 45 CFR Parts 261, 262, 263, and 265

Personal Responsibility and Work Opportunity Reconciliation Act (PRWORA) of 1996

Rescissions: None

Background: The JET Program was established to assist welfare applicants/recipients and low-wage workers to succeed in the labor market. The JET program places a strong emphasis on helping welfare applicants/recipients stay employed, gain skills, and advance rather than only emphasizing initial placement. The goal is to help families find the resources they need to overcome obstacles and move up career ladders to self-sustaining, long-term employment. Many interconnections can be made in doing so, including linking employer, community, and faith-based solutions with the human service, education, and training systems.

The JET Program is a partnership between the MWAs, Michigan Department of Human Services (DHS), and the WDASOM.



Workforce Development Agency, State of Michigan
Victor Office Center | 201 North Washington Square, 5th Floor | Lansing, Michigan 48913
michigan.gov/bwt | 517.335.5858 | TTY 888.605.6722

Policy:

PLAN INSTRUCTIONS

The Michigan Works! System Plan stipulations apply to the JET plan.

Together, MWAs and local DHS offices shall develop plans to address JET activities for the period of October 1, 2011 through September 30, 2012.

The JET plan shall consist of the following:

Section I. Plan Approval/Modification Request -- which bears the signatures of authorized chief elected officials and the Workforce Development Board (WDB) chairperson.

Section II. Plan Narrative -- which describes the services and/or planned activities to be provided during FY 2012.

Section III. Budget Information Summary (BIS) -- which includes BISes for federal TANF and State General Fund/General Purpose (GF/GP). Separate Grant Action Notices will be issued for each funding source. There will be no Workforce Investment Act (WIA) Statewide activity funding to support the JET Program for FY 2012.

ALLOCATIONS

MWA allocations for FY 2012 will be distributed in a separate policy issuance after the interagency agreement with the DHS has been enacted and the WDASOM has received State Administrative Board approval to distribute funding. The BISes will be required at that time.

PROGRAM ELIGIBILITY

The JET Program seeks to provide Family Independence Program (FIP) applicants and recipients with employment-related services, training, and supportive services to obtain and retain employment. The MWAs are required to serve all FIP applicants and recipients.

The PRWORA established a five-year lifetime limit on receipt of federal TANF assistance for adult-headed families. Beginning October 1, 2011, Michigan will be implementing stricter enforcement of the federal 60-month time limit, as well as executing the state's 48-month lifetime limit. The begin date for the Federal Time Limit is October 1, 1996, and the State Time Limit begin date is October 1, 2007. The JET program will not provide any services to JET participants once their case closes due to the client reaching either time limit.

PROGRAM DESIGN, GOALS, AND OBJECTIVES

For many Michigan residents, the biggest barrier to economic opportunity and self-sufficiency is the lack of proper education and training.

The JET Program fundamentally changes the way families move off welfare and toward self-sufficiency. Instead of telling those on welfare to "get a job – any job," the program encourages and supports them as they prepare for and get a good job to provide long-term self-sufficiency for their families.

Local WDBs, MWAs, and DHS offices will provide a blended approach to helping welfare applicants/recipients become self-sufficient and permanently attached to the labor force, based on the workforce needs of Michigan's current and emerging economy. By helping welfare applicants/recipients get and keep good paying jobs, the state will increase the number of families who are self-supporting and decrease the number of families requiring public assistance.

The objective of the JET Program is to provide FIP applicants/recipients with employment related services, training, and supportive services to obtain and retain employment. Partners will have latitude in the design of JET local service strategies to achieve this goal. MWAs should balance the flexibility of individual program design allowed by state law while ensuring that the participant population as a whole meets federal work participation requirement rates. Federal regulations require that 50 percent of all families meet participation requirements and that 90 percent of two-parent families meet participation requirements to avoid reductions in program funding levels.

Although it is the expectation that MWAs place a majority of participants into activities that comply with meeting federal work participation requirements, MWAs have the flexibility to place a limited number of eligible participants into extended education/training activities. Such placements should lead to the elimination of dependence on public assistance.

The State of Michigan allows MWAs to require work participation of up to 40 hours per week for all participants. However, the primary goal is for the State of Michigan to meet the federal participation rates. The MWAs must first ensure that the federal work participation requirements are being met by a majority of the participants. The federal minimum required weekly hours for each family size are as follows:

Single-parent family <u>with</u> a child under the age of six.....	20
Single-parent family <u>without</u> a child under the age of six.....	30
Two-parent family <u>not utilizing</u> federally-funded day care.....	35
Two-parent family <u>utilizing</u> federally-funded day care.....	55

The MWAs must make every effort to place a minimum of 50 percent of clients who participate in the JET Program into positions that provide wages of \$8.00 an hour or more. Additionally, MWAs must make available to JET participants guidelines on eligibility for training/education opportunities and how training/education hours are applied toward work participation requirements.

Federal Guidelines

The Federal Final Rule identifies eight components as "core" activities and three components as "non-core" activities. Core hours do not have to be completed before non-core hours. For single parents, 20 hours of work-related activities must be spent participating in core activities. Two-parent families not receiving federally-funded child day care must spend 30 hours of the required 35 hours per week participating in core activities. Two-parent families receiving federally-funded child day care must spend 50 hours of the required 55 hours per week in core activities. Core activities may also be used to count towards remaining participation requirements. The components are listed below:

Core Activities

- Unsubsidized Employment
- Subsidized Public or Private Sector Employment
- Work Experience Program
- On-the-Job Training (OJT)
- Job Search/Job Readiness Assistance
- Community Service Programs
- Vocational Educational Training (12-month lifetime limit)
- Providing Childcare for an Individual who is participating in Community Service

Non-Core Activities

- Job Skills Training Directly Related to Employment
- Education Directly Related to Employment
- Secondary Education (attendance at high school for completion or General Equivalency Degree preparation)

All JET Program plans must include descriptions of how the allowable core and non-core activities will be utilized to serve participants. The JET Program plans must also include detailed explanations of how participation in activities will be documented, verified, monitored, and/or supervised.

Documentation requirements for verification of participation in work participation activities are outlined in the Case Management PI 06-34 and changes.

Plans must describe how the MWA will provide work participation activities that are in accordance with the Final Rule. The State of Michigan will utilize the definitions and guidelines for the allowable activities as outlined in the Final Rule. Please see the Allowable Activities PI 06-11 and changes for the complete detailed definitions of all allowable work participation activities.

PRIORITY OF SERVICE

The MWA and local DHS directors have latitude in the design of plans to meet the local needs of the community and their participants. With this in mind, implementation of a process/strategy is needed for conducting a comprehensive assessment of local employer needs and identifying which industry sectors and occupations are in greatest demand in the community/region.

PROGRAM PLANNING AND COORDINATION

The WDASOM and DHS will jointly provide policy and funding oversight for the JET Program. A joint and coordinated planning process must be established between the local DHS office, MWAs, and other state and community partners to ensure that the needs of the participants are being met with all of the available community, state, and federal resources. This review and development process will result in a mutually agreed upon plan for delivery of employment and training services. As part of that process, the partners will be expected to engage community collaboratives, establish a joint MWA/DHS local plan, link efforts with existing programs and strategies of the Regional Skills Alliance and WDB, involve community and/or faith-based partners in the delivery of services, and use a team concept for service planning/delivery. Co-location of staff is encouraged to the greatest extent possible.

During local plan development, partners will have flexibility in customizing innovative education and training opportunities and work participation activities that will best serve the participants in each region. It is expected that, at a minimum, the established federal weekly participation rates will be met.

The MWAs and local DHS offices are to work together to jointly develop an orientation method that will deliver information on JET employment and education/training related activities to FIP applicants/recipients. The jointly developed orientation should be designed to meet the needs of the local area. The DHS remains responsible for sending out the JET appointment notices to

**JET
TANF - BIS**

SECTION I - IDENTIFICATION INFORMATION

1. Michigan Works! Agency (MWA):		2. MWA Number:	
3. Policy Issuance Number: 11-XX		4. Plan Period: 10/01/11 through 09/30/12	
5. Grant Name: FY 12 Temp Assist for Needy Families		1. Project Name: JET	

SECTION II - TOTAL FUNDS AVAILABLE

Funding Source: TANF	Amount
1. Initial Allocation	\$

SECTION III - CURRENT PLANNED EXPENDITURES BY COST CATEGORY

Cost Category	Amount
1. Direct Client Services (incl. Direct Administrative Costs)	
a. Work Subsidies	\$
b. Education/Training Activities	\$
c. Other Work Activities	\$
2. Supportive Services	
a. Auto Purchases	\$
b. Public Transportation Allowances	\$
c. Auto-Related Expenses	\$
d. Other Supportive Services	\$
3. Administration	
a. General Administrative Costs (limitations apply)	\$
b. Information Technology/Computerization	\$
4. Total Planned Expenditures	\$

(09/11)

The Workforce Development Agency State of Michigan does not discriminate in employment or in the provision of services based on race, religion, color, national origin, sex, age, height, weight, marital status, arrest without conviction, disability, political affiliation or belief in programs funded under the Personal Responsibility and Work Opportunity Reconciliation Act (PRWORA) of 1996.

The Budget Information Summary must be in compliance with PRWORA of 1996. Noncompliance penalty results in withholding of funds.

**JOBS, EDUCATION, AND TRAINING (JET)
TEMPORARY ASSISTANCE FOR NEEDY FAMILIES (TANF)
BUDGET INFORMATION SUMMARY (BIS)
INSTRUCTIONS**

SECTION I - IDENTIFICATION INFORMATION

1. Michigan Works! Agency (MWA): Enter the name of the MWA.
2. MWA Number: Enter the number assigned to the MWA.
3. Policy Issuance (PI) Number: Enter the appropriate PI number (and change if applicable). "11-xx" has been preprinted.
4. Plan Period: Identify the time period covered by the specific plan-action. "10/01/11 through 09/30/12" has been preprinted.
5. Grant Name: Enter the grant name. "FY 12 Temp Assist for Needy Families" has been preprinted.
6. Project Name: Enter the project name. "JET" has been preprinted.

SECTION II - TOTAL FUNDS AVAILABLE

1. Initial Allocation: Enter total TANF amount allocated for the plan period.

SECTION III - CURRENT PLANNED EXPENDITURES BY COST CATEGORY

1. Direct Client Services: Enter the amount to be spent for Direct Client Services during the plan period. This amount should include all Direct Administrative Costs associated with the delivery of the Direct Client Services, including the cost for contracts devoted entirely to program services.

Examples of Direct Administrative Costs taken from the TANF Regulations:

- Providing program information to clients.
- Screening and assessments.
- Development of employability plans.
- Work activities.
- Work supports.
- Case management.
- Salaries and benefits for staff providing program services.

- Program related supplies, equipment, travel, postage, utilities, rental, and maintenance of office space.

- a. Work Subsidies: Enter the amount to be spent on work subsidies during the plan period.

Work subsidies include: payments to employers or third parties to help cover the costs of employee wages, benefits, supervision, or training. Do not include expenditures related to payments to participants in community service and work experience activities that are within the definition of assistance.

- b. Education/Training Activities: Enter the amount to be spent on education/training activities during the plan period.

Education/training activities include: satisfactory attendance at secondary school or in a course of study leading to a certificate of general equivalence; education directly related to employment (may include adult basic skills education and English as a Second Language [ESL]); and vocational education training (includes vocational occupational training, condensed vocational training and internships, practicums, and clinicals; and may also include ESL, basic and remedial education).

- c. Other Work Activities: Enter the amount to be spent on other work activities during the plan period.

Other work activities include: (a) work activities that have not been reported as education or work subsidies (including staff costs related to providing work experience and community service activities, on-the-job training, job search and job readiness, and job skills training); (b) related services (such as employment counseling, coaching, job development, information and referral, and outreach to business and non-profit community groups); and (c) other work-related expenses. Include such costs when provided as part of a diversion program or as transitional services to individuals who ceased to receive assistance due to employment.

- 2. Supportive Services: Enter the amount to be spent for each of the supportive service cost categories during the plan period.

- a. Auto Purchases: Enter the cumulative amount to be spent on auto purchases for the plan period.

- b. Public Transportation Allowances: Enter the cumulative amount to be spent on public transportation allowances for the plan period. This amount includes any fees related to open-door public transportation, such as bus tokens, taxi fares, etc.

- c. Auto-Related Expenses: Enter the cumulative amount to be spent on auto-related expenses during the plan period. This amount includes automobile repairs, participant mileage reimbursement, license and registration fees, etc.

- d. Other Supportive Services: Enter the cumulative amount to be spent on other supportive services during the plan period. This amount includes mileage paid to volunteer drivers, clothing/uniform allowances, professional tools, business start-up expenses, moving expenses, etc.
3. Administration: Enter the amount to be spent for each of the administrative cost categories during the plan period.
- a. General Administrative Costs: Limited to 12 percent of the MWA's allocated fund. Enter the cumulative amount to be spent on costs associated with the general administration and coordination of the program for the plan period.
- Examples of General Administrative Costs taken from the TANF Regulations:
- ✓ Salaries and benefits of staff performing administrative and coordination functions.
 - ✓ Preparation of program plans, budgets, and schedules.
 - ✓ Monitoring of programs and projects.
 - ✓ Fraud and abuse units.
 - ✓ Procurement activities.
 - ✓ Public relations.
 - ✓ Services related to accounting, litigation, audits, management of property, payroll, and personnel.
 - ✓ Costs for the goods and services required for the administration of the programs (e.g., supplies, equipment, postage, utilities, rental and maintenance of office space).
 - ✓ Travel costs incurred for official business.
 - ✓ Management and information systems not related to the tracking and monitoring of TANF requirements (e.g., payroll system for the MWA staff).
 - ✓ Preparing reports and other documents.
- b. Information Technology/Computerization: (Not limited to a percentage of funding.) For the plan period, enter the cumulative amount to be spent on the information technology and computerization needed for the tracking and monitoring required by TANF. This includes the salaries and benefits of staff that develop, maintain, support, and/or operate the tracking and monitoring portions of the information technology or computer systems. Contracts for such services are included in this cost category.
4. Total Planned Expenditures: Enter the total of the lines above to obtain the total planned expenditures for the plan period.

participants. However, if it is decided that a different method for participant notification is desired, a written agreement between the MWA and local DHS office will be required.

The supportive service agreement between the MWA and the local DHS office shall be updated as needed and kept on file at the MWA.

PROFIT

Profit is an allowable cost, payable only to commercial organizations and must be negotiated as a separate element of each contract's price. Profit rates can be negotiated from 0 percent up to a maximum of 10 percent. Profit rates can only be applied against the commercial organization's personnel-related costs (i.e., salaries, wages, and benefits) for the staff that contributed to the organization's unique capacity to manage and achieve the performance of the contract. Factors to consider when negotiating profit are the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work. Under cost reimbursement contracts there is little to no risk to the commercial organization, therefore profit is usually not warranted. Profit must be tied to performance and cannot be paid as a guaranteed fixed fee. Profit is earned when performance outcomes are attained and is disbursed when those outcomes are validated. Profit cannot be paid in addition to performance payments or incentive payments.

USE OF TANF FUNDS

The MWA uses of TANF funds under this plan are subject to the following provisions:

- There will be no carry-in of unexpended FY 2011 TANF funds into FY 2012.
- There will be no carry-forward of unexpended FY 2012 TANF funds into FY 2013.
- General administrative costs are limited to 12 percent of the TANF allocation for the fiscal year.

USE OF STATE GENERAL FUND/GENERAL PURPOSE (GF/GP) FUNDS

The MWA uses of state GF/GP funds under this plan are subject to the following provisions:

- There will be no carry-in of unexpended FY 2011 state GF/GP funds into FY 2012.
- There will be no carry-forward of unexpended FY 2012 state GF/GP funds into FY 2013.
- General administrative costs are limited to 12 percent of the state GF/GP allocation for the fiscal year.
- State GF/GP funds will be utilized consistent with TANF allowability.

Action: MWA directors must submit the JET Program Plan within 30 days of the official date of this policy issuance to Vancep1@michigan.gov, ReutherS@michigan.gov, and to their assigned Welfare Reform state coordinator.

One hard copy of the WDB Plan Approval/Modification Request requiring original signatures must be submitted within 30 days of the official date of this policy issuance to:

Mr. Brian Marcotte, Manager
Welfare Reform Section
Office of Talent Development Services
Workforce Development Agency/State of Michigan
Victor Office Center, 5th Floor
201 North Washington Square
Lansing, Michigan 48913

Inquiries: Questions regarding this policy issuance should be directed to your Welfare Reform state coordinator at (517) 335-5858.

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

**Expiration
Date:** September 30, 2012

JH:YH:pv
Attachments

PURE MICHIGAN

OFFICIAL

E-mailed: 10/05/11(pv)

Workforce Development Agency, State of Michigan (WDASOM) Policy Issuance (PI): 11-09

Date: October 5, 2011

To: Michigan Works! Agency (MWA) Directors

From: Gary Clark, Director, Office of Talent Development Services
(SIGNED)

Subject: Instructions for Providing Employment Services to Former Temporary Assistance for Needy Families (TANF) Recipients Who Have Exceeded Benefit Time Limits

Programs Affected: Wagner-Peyser Employment Services (ES) 7(a)

References: WDASOM PI 11-06

The Wagner-Peyser Act of 1933, as amended by the Workforce Investment Act (WIA) of 1998

Rescissions: None

Background: The federal Wagner-Peyser Act of 1933 provided for the establishment of a nationwide labor exchange system, known as the ES. The Act was amended by the WIA of 1998 to make the ES part of the one-stop service delivery system. The ES focuses on a variety of employment-related labor exchange services including job search assistance, assessment, job referral, and placement of job seekers; re-employment services to unemployment insurance claimants; and recruitment services to employers.

The Personal Responsibility and Work Opportunity Reconciliation Act (PRWORA) of 1996 funds Michigan's Family Independence Program (FIP). Effective October 1, 2011, Michigan began implementing stricter enforcement of the federal 60-month time limit, as well as executing the state's 48-month lifetime limit.



Workforce Development Agency, State of Michigan
Victor Office Center | 201 North Washington Square, 5th Floor | Lansing, Michigan 48913
michigan.gov/bwt | 517.335.5858 | TTY 888.605.6722

The WDASOM is an equal opportunity employer/program. Auxiliary aids, services and other reasonable accommodations are available upon request to individuals with disabilities.

ATTACHMENT A

Policy: When households reach their federal or state time limit for FIP assistance, they may be eligible for housing assistance from the Department of Human Services (DHS) for up to three months. In order to be eligible for housing assistance (see Attachment D, Temporary SER Housing Assistance Fact Sheet), each adult in the household must attend an initial orientation at the local MWA and utilize the services of the MWA at least once per week during the three month period.

MWAs must provide an initial orientation, explaining the services and programs offered. MWAs must provide a color-coded, date stamped ticket [Attachment A] to each individual who attends the orientation as verification of attendance at an orientation and [Attachment B] as verification that individuals utilized services at Michigan Works! In order to receive attendance tickets [Attachment B], the individual must come into the One Stop and request a ticket. The MWA must color-code tickets to show the different weeks of issue (no more than four different colors).

For the initial month, individuals must receive an orientation ticket plus two additional tickets in order to be eligible for rental assistance. For the two subsequent months, individuals must receive four consecutive weekly tickets in order to be eligible. DHS does not require that the weekly tickets all be dated for the month in which the individual is applying for housing assistance, but should be for consecutive weeks if not obtained in the same month.

Action: MWAs must provide orientation to individuals whose cash case has exceeded the lifetime limits and must provide color-coded, date-stamped tickets as proof of attendance, according to this policy issuance.

Inquiries: Questions regarding this policy issuance should be directed to your Welfare Reform state coordinator at (517) 335-5858. The information contained in this policy issuance will be made available in alternative format (large type, audio tape, etc.) upon request to this office.

Expiration Date: Ongoing

GC:MD:pv
Attachments

ATTACHMENT A

Possessor of this ticket has been in attendance at a Michigan Works! orientation on	Possessor of this ticket has been in attendance at a Michigan Works! orientation on
Possessor of this ticket has been in attendance at a Michigan Works! orientation on	Possessor of this ticket has been in attendance at a Michigan Works! orientation on
Possessor of this ticket has been in attendance at a Michigan Works! orientation on	Possessor of this ticket has been in attendance at a Michigan Works! orientation on
Possessor of this ticket has been in attendance at a Michigan Works! orientation on	Possessor of this ticket has been in attendance at a Michigan Works! orientation on
Possessor of this ticket has been in attendance at a Michigan Works! orientation on	Possessor of this ticket has been in attendance at a Michigan Works! orientation on
Possessor of this ticket has been in attendance at a Michigan Works! orientation on	Possessor of this ticket has been in attendance at a Michigan Works! orientation on

ATTACHMENT B

Possessor of this ticket has utilized the services of Michigan Works! during the week of	Possessor of this ticket has utilized the services of Michigan Works! during the week of
Possessor of this ticket has utilized the services of Michigan Works! during the week of	Possessor of this ticket has utilized the services of Michigan Works! during the week of
Possessor of this ticket has utilized the services of Michigan Works! during the week of	Possessor of this ticket has utilized the services of Michigan Works! during the week of
Possessor of this ticket has utilized the services of Michigan Works! during the week of	Possessor of this ticket has utilized the services of Michigan Works! during the week of
Possessor of this ticket has utilized the services of Michigan Works! during the week of	Possessor of this ticket has utilized the services of Michigan Works! during the week of

ATTACHMENT C

Temporary Housing Assistance - Frequently Asked Questions (FAQs)

Q: What is the requirement for the rental assistance payment?

A: The requirement is the same for each case reaching their Temporary Assistance for Needy Families (TANF) time limit. Each adult must attend the general orientation and utilize the Michigan Works! Agency (MWA) at least once per week to receive their ticket required for eligibility. For the initial month of eligibility each adult must attend the orientation and receive two weekly tickets to be eligible for rental assistance. For subsequent months, each adult must provide weekly four tickets - one for each week.

MWAs will issue different colored tickets each week and the week covered by that particular color will be pre-printed on the ticket. Lost tickets are not replaced and can only be regained if the participant visits a MWA another time during that same week.

****Three eligible months will be consecutive immediately following the Family Independence Program (FIP) closure due to time limits.*****

Q: What is the requirement for clients who are deferred (for any employment code other than IN) when their FIP closes for TANF time limits?

A: The requirements for deferred clients are the same as those that were not deferred. Each adult must attend the general orientation and utilize the MWA at least once per week to receive their ticket required for eligibility.

Q: Will clients closing with current NC (Needed to care for a disable child) or NS (Needed to care for a disabled spouse) deferral code be expected to participate in employment services?

A: Yes.

Q: What are the requirements for MWAs to verify a "personal appearance"? What constitutes utilizing services before we can issue a "ticket"?

A: A customer's physical presence at a Michigan Works! office requesting a ticket constitutes 'utilizing services'.

Q: Is this Orientation different than the one that we have scheduled to accommodate those leaving welfare? What type of documentation is needed to verify the person(s) attended Orientation.

A: This Orientation is the same as the one Michigan Works! has scheduled to accommodate those leaving welfare. The Orientation should provide customers with an introduction to Michigan Works! services, including: overviews of One-Stops, Michigan Talent Bank usage instructions, and Resource Room availability.

Q: What is the verification process?

A: The type of documentation needed to verify that a customer attended the Orientation is the dated ticket stating "Possessor of this ticket has been in attendance at a Michigan Works! orientation". The documentation needed to verify a customer utilized services of Michigan Works! is a dated ticket stating "Possessor of this ticket has utilized the services

ATTACHMENT C

of Michigan Works! during the week of". The customer is responsible for requesting tickets from MWA staff at the time of their weekly visit.

Q: What if an individual loses a ticket?

A: Individuals are responsible for requesting and retaining their own tickets. Lost tickets should only be provided during the week the MWA services were utilized. Replacement tickets for previous weeks are not available.

Q: Is the MWA required to keep a log in sheet?

A: MWAs are not required to keep a log-in sheet.

Q: Will these clients receive a higher level of service at the MWA?

A: No, they will receive the same service as any person receiving employment services through the MWA.

Q: How will the MWA know when a customer is eligible for the rental subsidy? There is no indicator that shows a customer's countable month limitation on OSMIS or Family Self Sufficiency Plan?

A: MWAs are not responsible for determining a customer's rental subsidy eligibility. Requests have been made for an indicator showing a customer's countable months on OSMIS.

Q: What if the client missed a month? Are they eligible for the month?

A: This is a resource where eligibility is only during the 3 consecutive months immediately following the month of closure due to exceeding 48/60 months' time limits. The household may receive assistance for month 1 and 3 only or month 2 only. Eligibility factors must be met for each month.

Q: Is this program statewide and how long will it last?

A: This will run statewide through Fiscal Year (FY) 2012; recipients will be eligible for up to three consecutive months immediately following the month of closure due to TANF time limits.

Q: Will the clients need to be registered at the MWA?

A: No. There is no referral needed for MWA employment services.

Q: Is the Department of Human Services (DHS) able to provide bus passes/tokens for customers who reached their 48/60 month limitation and need to attend a Michigan Works! service center for rental subsidy support?

A: There are Department of Social Service (DSS) services that these clients may be eligible for if they meet the criteria for DSS as outlined in BEM 232. However, this is not an entitlement program, and local offices may not have funding for this.

ATTACHMENT C

- Q: Will the Job Navigators be the only resource to assist clients?**
- A:** Job Navigators are volunteers under the supervision of the MWA and only utilized to supplement current employment services for the program. The client will ultimately be responsible for self-directed job search.
- Q: Will a list for FIP closures for November be issued?**
- A:** Yes, more information will be forthcoming. Following October, the ongoing closures will average around 300 cases per month statewide.
- Q: Can this housing assistance be used to pay late payment?**
- A:** The Housing Assistance can be used to pay up to the cap for arrearages when behind, but will only pay the maximum based on the number of individuals in the FIP household.
- Q: Are clients eligible for regular State Emergency Relief (SER) and Temporary SER Housing Assistance at the same time?**
- A:** Yes, as long as eligibility requirements are met for both programs (court ordered eviction, affordability, and copay verifications must be met for regular SER). Payment should not exceed the client's legal obligation amount.
- Q: How will payments be made?**
- A:** Payments must be made directly to the landlord through the provider management process. The landlord must be enrolled and instructions are included in the Housing Assistance memo.
- Q: Why are we requiring a lease or rental agreement only and not allowing collateral contact or a DHS-3688?**
- A:** The DHS-3688 and collateral contact were excluded to assure verification of the legal obligation to pay. Clients must have a valid lease that shows a legal obligation to pay.
- Q: What is considered to be a "Current rental agreement"?**
- A:** This would be an agreement that includes a time period with the application date. A rental agreement usually covers a period of months. For example, client Z applies for SER housing on 10-15-11 and provides a rental agreement that is in effect from August 1, 2011 – January 31, 2012.
- Q: Are both families eligible with Shared Leases?**
- A:** Both families would be considered one SER household. We would not pay the same landlord twice- only one payment per lease with legal obligation.
- Q: Will the transfer of the case to an Employer Service (ES) be auto or stay with Family Independent Specialist (FIS)/Case Manager?**

ATTACHMENT C

- A: Bridges will hold a closed FIP case with the case manager (JET worker) for 60 days and then will auto-transfer to an eligibility specialist. By the second month of closure in the case of housing assistance being requested, the client should be formulating a plan for future goals and living situation management.
- Q: Are clients eligible for child care benefits while attending the orientation and utilizing Michigan Works! services?
- A: Time spent attending these activities should be categorized as an approved activity and any related Child Day Care authorizations should be limited to 16 biweekly need hours for a maximum of three months. Documentation of the client's participation in the Temporary Housing Assistance Pilot program per FOA Memo 2011-24 must be entered in Bridges case comments and the ticket provided to the client by Michigan Works! shall be filed in the case record as verification of attendance.
- Q: How are hearing requests to be handled for this program?
- A: In the same manner all other hearing requests are for each particular local office.

Temporary SER Housing Assistance Fact Sheet

Households that have reached their federal or state Temporary Assistance for Needy Families (TANF) Family Independence Program (FIP) time limit maximums may qualify for housing assistance for up to three months following the month of their FIP closure.

****Three eligible months will be immediately following the month of FIP closure due to time limits****

- You must not have been disqualified or sanctioned at the time of your FIP closure.
- **Month 1:** Each adult must attend a general orientation and use the local Michigan Works! at least once per week. A ticket will be issued by the Michigan Works! office at the time of your participation. A ticket for orientation and two weekly tickets are required in order to qualify for your first request. You will need to submit a completed State Emergency Relief (SER) application to your local office to have your eligibility determined.
- **Month 2 & 3:** Each adult must provide weekly four MWA participation tickets - one for each week. Tickets will be issued by the local Michigan Works! at the time of your visit. The Temporary Housing Assistance Pilot Program Supplemental SER Application may be submitted to your local Department of Human Service (DHS) office for the 2nd and 3rd months.
- Lost tickets are not replaced and can only be regained if the participant visits Michigan Works! another time during that same week. Individuals are responsible for requesting and retaining their own tickets. Replacement tickets for previous weeks are not available.
- You must provide a current rental or lease agreement, mortgage statement, Section 8, or other housing verification to determine the cost of your legal housing obligation.
- Payments will be made directly to your landlord/housing provider for your actual housing obligation amount. The payment amount cannot exceed the SER relocation amount for the FIP group size.
- You may be eligible for child care benefits while attending the orientation and utilizing Michigan Works! services. Time spent attending these activities are limited to 16 hours every two weeks, for a maximum of three months.
- DHS may be able to provide bus passes/tokens in order for you to attend a Michigan Works! service center, please discuss with your DHS case worker if you do not have other transportation available.

OFFICIAL

E-mailed: 07/05/11 (dk)

BWT/Workforce Development Agency, State of Michigan (WDASOM)
Policy Issuance (PI): 06-11, Change 7

Date: July 5, 2011

To: Michigan Works! Agency (MWA) Directors

From: Liza Estlund Olson, Director, Workforce Development Agency
SIGNED

Subject: Allowable Activities in Meeting Work Participation Requirements

Programs Affected: Jobs, Education and Training (JET)

Rescissions: PI 01-38 and changes

References: Reauthorization of the Temporary Assistance for Needy Families (TANF) Program; Final Rule: *45 CFR Parts 261, et al., Federal Register*, Volume 73, Number 24, February 5, 2008

Reauthorization of the TANF Program; Interim Final Rule: *45 CFR Parts 261, et al., Federal Register*, Volume 71, Number 125, June 29, 2006

TANF Program; Final Rule: *45 CFR Part 260 et al., Federal Register*, Volume 64, Number 69, April 12, 1999

Workforce Investment Act (WIA) of 1998: 20 CFR 652 et al., Final Regulations, Subpart B, Section 663.700-663.710

Section 403(b)(5) of the Social Security Act
 State of Michigan Work Verification Plan, effective October 1, 2008



Workforce Development Agency, State of Michigan
 Victor Office Center | 201 North Washington Square, 5th Floor | Lansing, Michigan 48913
 michigan.gov/bwt | 517.335.5858 | TTY 888.605.6722

The WDASOM is an equal opportunity employer/program. Auxiliary aids, services and other reasonable accommodations are available upon request to individuals with disabilities.

Background: This policy change is being issued to clarify that weekly-required hours are averaged over the course of a reporting month and provide additional examples of such. It removes reference to the process for discontinuing the Non-Custodial Parent and Non-Cash Recipient programs. This policy change also removes the reference to a 12 week time limit for Job Search and Job Readiness (JS/JR) activities and reinforces the maximum hours available for JS/JR in the preceding 12 month period. MWAs are also being directed to assign minor parents, who do not have a high school diploma or General Equivalency Degree (GED), to this educational activity. Several documentation requirements were also removed as they are explained in detail in Bureau of Workforce Transformation (BWT) Policy Issuance 06-34 and changes.

Policy: The JET Program is designed to establish and maintain a connection to the labor market for individuals referred from the Michigan Department of Human Services (DHS) while offering educational and training opportunities and JS/JR activities to increase the participant's income, therefore, reducing or eliminating a family's need for public assistance.

This policy defines the State of Michigan's JET Program allowable work participation activities in accordance with federal regulations. These regulations are stipulated in the *Reauthorization of the TANF) Program; Final Rule*, dated February 5, 2008, with the effective date of October 1, 2008. The Final Rule replaces the Interim Final Rule, dated June 29, 2006, which guided previous directions.

As recipients of federal funds, MWAs and their service providers are required to comply with various regulations relating to non-discrimination, equal opportunity (EO), and inclusion. The most critical of these regulations are:

- Implementation of the Non-discrimination and EO Provisions of the WIA of 1998
- Section 504 of the Rehabilitation Act of 1998, as amended
- Titles I and II of the Americans With Disabilities Act (ADA)
- The ADA Accessibility Guidelines or the Uniform Federal Accessibility Standards

In addition, priority will be given to assuring that throughout the system persons with physical, mental, cognitive, and sensory disabilities will have programmatic and physical access to all Michigan Works! Service Centers' services and activities. The commitment to adequately serving persons with disabilities extends beyond the specialized services of vocational rehabilitation.

To ensure a universally accessible and inclusive system, each local service area is encouraged to embrace the overall philosophy of Michigan's One-Stop Inclusion Workgroup Final Report.

For all activities, a reasonable workplace/training environment must be provided and must comply with applicable health and safety standards. All work/training placements must be non-discriminatory in nature and provide EO for all participants.

The primary focus of the JET Program is to assist participants with reducing their dependence on public assistance and movement toward increased self-sufficiency. This is to be accomplished through participation in core and non-core activities as outlined in this policy issuance and in Michigan's Work Verification Plan. Life-skills instruction, training or education, and other work-readiness activities that promote employability skills may also be utilized. **Although it is the expectation that MWAs place a majority of participants into activities that comply with meeting federal work participation requirements, MWAs have the flexibility to place a limited number of eligible participants into extended education/training activities. Such placements should lead to the elimination of dependency on public assistance.**

Participation in the subsequently described activities can begin upon an individual's referral to an MWA.

The DHS establishes the minimum required hours of participation for each individual upon referral to the MWA based upon appropriately corresponding federal and state criteria. The federal minimum required average weekly hours for each family size are as follows:

Single-parent family with a child under the age of six20
 Single-parent family without a child under the age of six30
 Two-parent family not using federally funded child day care35
 Two-parent family using federally funded child day care55

Family Type	Minimum Average Hours Required/Week	Average Core Hours Required/Week	Remaining Avg Hours Required/Week (Core & Non Core)
Single-parent <u>with</u> a child under six	20	20	none
Single-parent <u>w/o</u> a child under six	30	20	10
Two-parents <u>w/o</u> federally funded child day care	35	30	5
Two-parents <u>with</u> federally funded child day care	55	50	5

MWAs have the flexibility to require hours of participation beyond federal minimum requirements when appropriate. Ultimately, however, MWAs must focus on ensuring that as many participants as possible are meeting federal participation requirements, in order for Michigan to meet the overall participation rate required to avoid significant federal fiscal penalties.

Actual hours of participation are averaged over the course of a reporting month to determine participation rates. For example, in a four week month, a participant with a 20 hours per week participation requirement who completes 30 hours of core activities per week for two of the weeks and 10 core hours per week for the remaining two weeks (an average of 20 core hours per week) will be considered to have met their federal participation requirement for that reporting month. Also, in a four week month, a participant with a 30 hour per week participation requirement may complete 40 hours of non-core activities in one week and 80 hours of core activities spread out over the other three weeks to meet federal participation requirements.

The beginning and ending dates for each reporting month may be found in the One-Stop Management Information System (OSMIS), in the "Participation Hours Calendar." This calendar may be accessed through the "Update/View Participant Activities" page, the "Enter Actual Hours" page, or the "Actual Hours Status" page.

The guidelines established in this policy issuance are to be used to ensure that work participation requirements are being met in accordance with federal and state standards.

Allowable Activities

JET uses the definitions and guidelines for the allowable activities as outlined in the *Reauthorization of the TANF Program; Final Rule*, and subsequently described in Michigan's Work Verification Plan. The allowable activities are identified and defined following the guidelines listed below.

Appropriate assessments and evaluation must be developed and conducted in conjunction with the DHS. Participation in basic skills education may only be counted under the following allowable activities: Job Skills Training Directly Related to Employment (non-core); Education Directly Related to Employment (non-core); or Vocational Educational Training (VET) (core). Please note that basic skills education may only be counted as VET if the basic skills education is embedded as a minor element of the VET Program and is deemed to be necessary by the educational institution, which must provide supporting documentation for its need. Participants in basic skills education programs must meet the required minimum number of hours in core activities to meet participation requirements.

Case management procedures including entry of actual hours of participation into the OSMIS, documentation requirements for substantiating actual hours recorded, and guidelines regarding excused absences and holidays may be found in BWT PI 06-34 and its changes.

The allowable activities are as follows:

I. Paid Work Activities

Unsubsidized Employment is a Core Activity. This means full or part-time employment in the public or private sector that is not supported by TANF, state General Fund/General Purpose (GF/GP) funds, or any other public program. Participation in unsubsidized employment is the fundamental goal for all JET Program participants to prepare for self-sufficiency and public assistance case closure.

Self-employment may count as unsubsidized employment. Self-employment may include, but is not limited to, domestic work and the provision of childcare. The following formula must be used to determine self-employment hours.

Monthly net business sales (gross revenues – expenses) divided by the federal minimum wage = total actual hours per month.

Hours of participation in barrier removal or other supportive activities, such as substance abuse treatment, mental health treatment, and rehabilitation activities may count as unsubsidized employment if the activities are an integrated part of the unsubsidized employment and if the participant is paid for all hours of participation in such activities.

Guidelines used for determining allowable self-employment activities and allowable self-employment expenses must be consistent with the countable self-employment income guidelines used by the DHS in determining TANF eligibility. These guidelines can be found in DHS Bridges Eligibility Manual 502 at <http://www.mfia.state.mi.us/olmweb/ex/bem/502.pdf>.

Subsidized Private and Public Sector Employment is a Core Activity. This is employment for which the employer receives a subsidy from TANF, GF/GP, or other funds to offset some or all of the wages and costs of employing a participant. Work-study programs sponsored by educational institutions may be included in this activity.

While there is no time limit to this activity, it is to be used only on a limited basis. Subsidized private or public sector employment may be arranged directly through the employer or through a placement agency. This activity allows an employer the opportunity to observe how the participant functions in a work environment. Participants must be supervised on an ongoing basis, no less frequently than once each day in which the individual is scheduled to participate.

While a participant is enrolled in this activity, the MWA must provide the necessary supportive services to ensure that the participant is able to successfully complete the probationary period.

Hours of participation in barrier removal or other supportive activities, such as substance abuse treatment, mental health treatment, and rehabilitation activities may count as subsidized employment if the activities are an integrated part of the subsidized employment and if the participant is paid for all hours of participation in such activities.

If the DHS closes the participant's Family Independence Program (FIP) case, and the placement of the participant into this activity was the result of efforts made by the MWA, the participant may remain in this activity for the remaining balance of their subsidized employment agreement.

On-the-Job Training (OJT) is a Core Activity. This activity consists of training in the public or private sector that is given to a paid employee while he or she is engaged in productive work. The training should provide the knowledge and skills essential to the full and adequate performance of the job. Any paid training, whether provided off-site or at the work-site may be considered an OJT.

Participants receiving OJT will normally have contractual training periods. An OJT contract must be 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 skill requirements of the occupation, the academic and occupational skill level of the participant, prior work experience, and the participant's individual employment plan. Reimbursement of training costs may be provided to the employer from external funding sources, which may cover up to 50 percent of a participant's salary. All participants must be supervised by an employer, work site sponsor, or other responsible party no less frequently than once each day in which the individual is scheduled to participate.

Payment may continue to be paid to the employer until the OJT contract expires or is terminated by any party, even if the FIP case closes. The OJT standards under Subpart B, Section 663.700 through 663.710 of the Federal WIA Regulations will apply for all JET participants.

II. Job Search and Job Readiness (JS/JR) Assistance

JS/JR is a Core Activity. This activity consists of the act of seeking or obtaining employment; preparation to seek or obtain employment, including life skills training; and substance abuse treatment, mental health treatment, or rehabilitation activities. JS/JR activities must be supervised by the MWA or another representative on an ongoing basis at least once each day in which the individual is scheduled to participate.

The Job Search aspect means "the act of seeking or obtaining employment," which should encompass all reasonable job search initiatives. Job searching includes making contact with potential employers by telephone, in person, via the Internet, submitting resumes or e-mail applications to apply for job openings and/or vacancies, and interviewing for jobs.

Job Readiness involves any activity that prepares individuals to obtain and maintain employment. This entails activities that assist participants in becoming familiar with general workplace expectations, and learning behaviors and attitudes necessary to compete in the labor market. This includes preparing resumes or job applications, training in interviewing skills, instruction in work place expectations, and training in effective job seeking. Please note that personal activities such as seeking childcare, seeking housing, or seeking transportation are **not** countable work activities under JS/JR or any other allowable activity.

Job Readiness may also involve substance abuse treatment, mental health treatment, or rehabilitation activities. In order to count such activities as part of JS/JR, a qualified medical, substance abuse, or mental health professional, must provide written documentation of the need for participation in such activities.

Travel time between interviews may be counted as JS/JR participation time, but not the travel time to the first job search interview or the time spent returning home after the last one.

Participation time spent in JS/JR prior to an individual becoming a FIP recipient will not count towards the participant's JS/JR time limit.

A maximum of 240 hours of JS/JR per preceding 12 month period (a rolling 12 month period) may be counted toward the participation requirements of single custodial parents with a child under age six, and a maximum of 360 hours of JS/JR may be counted toward the participation requirements for all other individuals. Please note that a maximum of 360 JS/JR hours per preceding 12 month period may be counted for **each** work eligible individual in a two parent family. The total hourly JS/JR time countable for a two parent family may not be combined and applied to one parent (i.e., one parent may not do all 720 JS/JR hours).

Participation in JS/JR is also limited to four consecutive weeks and then a one-week break is required. A week is the seven-day period from Sunday through Saturday and *any* amount of time spent participating in JS/JR during a week would exhaust one full week of the four-consecutive week JS/JR time limit. Hours of participation in JS/JR in the fifth consecutive weeks will not count towards participation requirements, nor apply towards the individual's 240/360 hours 12 month limit.

The JS/JR participation time must be tracked by the MWA to ensure that countable participation time limits are not exceeded. The OSMIS will

provide a warning when reported JS/JR time approaches the participant's hourly limit for the 12 month period. Total JS/JR participation time recorded may also be found on the Family Self-Sufficiency Plan (FSSP), under the Countable Hours Option in the Main Menu

Caution should be used in reporting hours of JS/JR above participants' average weekly federal participation requirements. Reported hours of JS/JR that are over the participant's core federal participation requirement will still exhaust hours of the participant's 240/360 hour limit for the 12 month period. In addition, reported hours of JS/JR that are above the participant's total number of countable JS/JR hours (240/360) for the 12 month period will still subtract time from a participant's total annual countable JS/JR participation time in future 12 month periods, due to the rolling 12 month period.

When a participant has exceeded the annual JS/JR limit, additional time spent in the activity should be reported as "other non-countable hours" (ONCH) on the OSMIS. The Countable Hours Limits History Report, found in the FSSP, may be used to determine when countable hours of JS/JR will be available.

III. Unpaid Work Activities

Unpaid work activities are work assignments performed in return for welfare. These assignments are not intended to create employee-employer relationships. An MWA shall take into account the prior training, experience, and skills of a participant along with employment and training objectives when making appropriate assignments. The MWAs must negotiate the terms for placement of participants and approve assignment location(s).

Participants in these activities must be supervised by a work site supervisor or another responsible representative on an ongoing basis, at least once each day in which the individual is scheduled to participate.

The MWAs shall periodically evaluate the effectiveness of these assignment(s) to assess the participant's readiness for full-time Unsubsidized Employment.

A participant's combined monthly hours of participation in Work Experience Programs (WEP), Community Service Program (CSPs) and Providing Childcare Services to an Individual who is Participating in a Community Service Program may not exceed the amount of cash assistance the participant receives per month divided by the state's minimum wage, in accordance with the Fair Labor Standards Act (FLSA). The OSMIS will provide a warning if the combined actual hours entered for WEP participation and CSP participation in a month exceed the number of allowable hours determined by the above formula.

The State of Michigan is the worker's compensation insurer for FIP clients while they are assigned to these unpaid work-related activities through the

MWA, per DHS Program Bridges Eligibility Manual 232 at <http://www.mfia.state.mi.us/olmweb/ex/bem/232.pdf>.

Work Experience Program (WEP) is a Core Activity which is usually best suited for individuals lacking previous employment experience and/or Job Readiness skills which prohibit direct placement into Unsubsidized Employment. The goal of the WEP is to improve skills, attitudes, and the general employability of these individuals in order to maintain employment once job placement occurs. This activity may include work associated with the refurbishing of publicly assisted housing. WEPs may be created with public sector, private sector, community-based, faith-based, or nonprofit employers or work-site sponsors. If participants are placed into sites with faith-based or political organizations, participation must be voluntary on the part of the participant, and the work activity must be nonsectarian and nonpartisan in nature.

Community Service Program (CSP) is a Core Activity where individuals perform work for the direct benefit of the community under the auspices of public or nonprofit organizations. CSPs must be designed to improve the employability of participants otherwise unable to obtain full-time employment. Time counted in CSPs may include training that is an integral, embedded part of the CSP and of limited duration.

An MWA shall only place participants into nonsectarian or nonpartisan activities. If participants are placed into sites with faith-based or political organizations, participation must be voluntary on the part of the participant, and the work activity must be nonsectarian and nonpartisan in nature.

Providing Childcare Services to an Individual who is Participating in Community Service Program is a Core Activity that consists of providing childcare to enable another participant to engage in a CSP. This is an unpaid activity and must be a structured program designed to improve the employability of individuals who participate in it. Training, certification, or mentoring will help make the activity meaningful and may be a first step toward the participant's attainment of employment in the childcare field.

IV. Educational Activities

Participation in educational activities may be performed at the educational institution or through distance learning. Hours counted for participation through distance learning may not exceed the hours required or advised by the educational institution.

Participants in educational activities must be supervised on an ongoing basis at least once each day in which the individual is scheduled to participate.

A standard for measuring progress should be developed by the training/educational institution in order to monitor participants' progress. Progress should be judged by mediums such as progress reports, report cards,

grade point average, or a time frame within which a participant is expected to complete such education.

Study time may count toward participation requirements for educational activities as long as the MWA obtains documentation from the educational institution stating the homework/study expectations of the program. Study time can include both supervised and unsupervised time. Unsupervised study time is limited to one hour for each hour of class time. In addition, participants may complete supervised study time up to the maximum recommended expectation provided by the school. Supervised study time must be performed in a formal study hall at the MWA or educational institution where an MWA staff person or appropriate representative of the educational institution can verify the participant's hours of study. Total study time (including unsupervised and supervised time) cannot exceed the hours required or advised by the particular educational program.

For example, an individual who is enrolled in a training program that consists of four hours per week of classroom seat time, whose educational institution recommends three hours per week of study time per credit hour/classroom hour, may not count more than 12 total hours of study time (no more than four of which may be unsupervised) towards their participation requirement.

Vocational Educational Training (VET) is a Core Activity that is outlined in the following categories: Vocational Occupational Training; Condensed Vocational Training; and Internships, Practicums, and Clinicals.

- A. **Vocational Occupational Training (VOT)** - An occupationally relevant training component, directly related to a specific occupational field or specific job, which may combine classroom, laboratory, and other related activities.
- B. **Condensed Vocational Training (CVT)** - A short-term (not to exceed six months) vocational training program requiring a minimum of 30 hours of classroom seat time per week.
- C. **Internships, Practicums, and Clinicals** - Full-time internships, practicums, or clinicals required by an academic or training institution for licensure, professional certification, course credit, or degree completion.

All VET programs must be provided by education or training organizations. Such organizations include vocational-technical schools, public and private universities and colleges, community colleges, postsecondary institutions, proprietary schools, non-profit organizations, and secondary schools that provide facilities for a vocational educational provider's use.

All VET activities should be organized educational programs that are directly related to the preparation of individuals for employment in current, emerging,

or in demand occupations, as determined by the MWA. VET programs should be limited to activities that provide individuals the knowledge and skills to perform a specific trade, occupation, or other particular vocation.

VET activities may include basic and remedial education and English-as-a-Second Language (ESL) components. The educational or training organization providing the services must determine such activities to be a necessary part of the training, and provide supporting documentation for its need. Such education must be embedded within the VET activity as a minor element of the program. Participation time in a baccalaureate or advanced degree program may also be included in this activity.

A maximum of 12 months of participation in VET per participant per lifetime can be counted towards federal participation requirements. The months of VET participation reported may be found on the FSSP, under the Countable Hours Option in the Main Menu.

VET activities that meet the definitions of other activities may be defined as such, in order to maximize countable participation time. For example, clinical training in a hospital that is part of a licensed practical nurse training program could meet the definition of a CSP or WEP and reporting participation in baccalaureate and advanced degree programs as Job Skills Training Directly Related to Employment would also avoid exhausting the 12-month VET limit.

Please note that any amount of VET time reported in a month will be counted as one month of the 12 month lifetime VET limit. Thus, if the 12 month lifetime limit of VET *has not yet been exceeded*, and VET hours of participation in a month are minimal, it may be beneficial to record the hours in OSMIS as ONCH or Job Skills Training Directly Related to Employment (unless those hours were required for the person to meet their participation requirement that month).

Hours of participation spent in VET that have *exceeded* the 12 month lifetime limit should be reported on the OSMIS, despite not counting towards participation requirements. This information will be collected and may be beneficial in federal assessments of the state's overall work participation status, as these hours contribute information about the overall engagement levels of participants.

Job Skills Training Directly Related to Employment is a Non-Core Activity. It 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 can include customized training to meet the needs of a specific employer or it can be general training that prepares individuals for employment. This can include literacy instruction or language instruction when such instruction is explicitly focused on skills needed for employment or combined in a unified whole with job training.

Education Directly Related to Employment is a Non-Core Activity. This activity is for work eligible individuals who have not received a high school diploma or a certificate of high school equivalency. It involves education related to a specific occupation, job, or job offer. The activity includes courses designed to provide the knowledge and skills for specific occupations or work settings, but may also include adult basic skills education and ESL. Where required as a prerequisite for employment by employers or occupations, this activity may also include education leading to a General Educational Development (GED) or high school equivalency certificate.

Satisfactory Attendance at Secondary School or in a Course of Study Leading to a Certificate of General Equivalence is a Non-Core Activity. Unlike "education directly related to employment," this activity need not be restricted to those for whom obtaining a GED is a prerequisite for employment. The activity consists of regular attendance, in accordance with the requirements of the secondary school or course of study at a secondary school; or in a course of study leading to a certificate of general equivalence, in the case of a participant who has not completed secondary school or received such a certificate. The former is aimed primarily at minor parents still in high school, whereas the latter is aimed at participants of any age. *MWAs must assign all minor parents, without a high school diploma or GED, to this activity.*

This activity may not include other related educational activities, such as adult basic education or language instruction, unless it is linked to attending a secondary school or leading to a GED.

PROHIBITED

In all such instances where participants are placed into any of the allowable work activities, they shall not be placed into vacancies created as the result of layoffs, strikes, or bona fide labor disputes. While participants cannot displace employees who were involuntarily terminated due to staffing reductions, they may fill positions that occur due to attrition, as in cases where former employees voluntarily vacated positions. Concurrence must be obtained from the union prior to placement into vacancies if there is union representation.

- Action:** MWAs shall comply with this policy issuance in the implementation of the JET Program.
- Inquiries:** Questions regarding this policy issuance should be directed to your Welfare Reform state coordinator at (517) 335-5858.

The information contained in this policy issuance will be made available in alternative format (large type, audio tape, etc.) upon special request to this office. Please contact Ms. Teresa Keyton at (517) 335-7418, for details.

Expiration
Date:

Continuing

LEO:LM:tk
Attachment

Detroit Workforce Development Department
A Michigan Works! Affiliate

Client Participation Plan

Initial Interview Date: _____ Data Case # _____ Ref ID: _____				
IDENTIFICATION:				Date: _____
Last Name: _____		First: _____	Middle Initial: _____	
Alternate Contact Person _____			Phone #: _____	
Age	Birth date	Gender Male Female	Disability Yes No	Family Size
List all family members living with you or for whom you have responsibility.				
Name	Age/ Date of Birth	Relationship	Responsibility	
Required participation hours per week _____				
Required participation hours per month _____				
<i>I understand that I must meet these participation hours to retain my Temporary Assistance cash benefits.</i>				
Signature: _____				

JET Participant Job Readiness Calendar

Participant: _____

Minimum hours required _____ per week

Minimum hours required _____ per month

<i>Sun</i>	<i>Mon</i>	<i>Tue</i>	<i>Wed</i>	<i>Thu</i>	<i>Fri</i>	<i>Sat</i>
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	
2011						

JET Participant Job Readiness Calendar

Participant: _____

Minimum hours required _____ per week

Minimum hours required _____ per month

<i>Sun</i>	<i>Mon</i>	<i>Tue</i>	<i>Wed</i>	<i>Thu</i>	<i>Fri</i>	<i>Sat</i>
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

2012

DETROIT WORKFORCE DEVELOPMENT DEPARTMENT
A Michigan Works! Agency

**Four Week Job Readiness
Re-Assessment**

MWA Agency Name: _____

Participant Name: _____ Customer ID #: _____

Job Search Start Date: _____ Today's Date: _____

Attendance Summary (Days Present): Week 1: _____ Week 2: _____

Week 3: _____ Week 4: _____

Summary of Job Search during the last four weeks:

Number of Interviews: _____

Names of Employers: _____

Number of Resumes Submitted: _____

Names of Employers: _____

Number of Applications Completed: _____

Names of Employers: _____

Equal Opportunity Employer/Program
TTY Number: 1-800-649-3777

2-14-08

Page 1 of 3

Four Week Job Readiness Re-Assessment

What kind of work experience have you had in the past?

What barriers prevented you from obtaining employment while in Job Search?

- | | | |
|--|--|--|
| <input type="checkbox"/> Health Issues | <input type="checkbox"/> Transportation | <input type="checkbox"/> Day Care |
| <input type="checkbox"/> Delinquency | <input type="checkbox"/> Education | <input type="checkbox"/> Substance Abuse |
| <input type="checkbox"/> Domestic Violence | <input type="checkbox"/> Housing | <input type="checkbox"/> Skill Level |
| <input type="checkbox"/> Expired License/s | <input type="checkbox"/> Supportive Services | |
| <input type="checkbox"/> Other: _____ | | |

What kind of assistance is needed to help address your barriers?

Job Search Re-Assessment

Would you be interested in classroom training? ☐ Yes ☐ No

If Yes, what kind _____

Have you had classroom training in the past? ☐ Yes ☐ No

If Yes, what kind _____

Planned objectives for obtaining employment with timelines:

Participant _____

MWA _____

Participant Signature _____

Case Managers Signature _____



OFFICIAL

E-mailed: 09/29/11(pv)

Workforce Development Agency, State of Michigan (WDASOM)Policy Issuance (PI): 11-06

Date: September 29, 2011

To: Michigan Works! Agency (MWA) Directors

From: Gary Clark, Director, Office of Talent Development Services
(SIGNED)

Subject: Temporary Assistance for Needy Families (TANF) Time Limits

Programs Affected: Jobs, Education, and Training (JET)

References: Reauthorization of the Temporary Assistance for Needy Families (TANF) Program; Final Rule, 45 CFR Parts 261, 262, 263, and 265

Personal Responsibility and Work Opportunity Reconciliation Act (PWRORA) of 1996

State of Michigan, Department of Human Services (DHS) Temporary State Emergency Relief (SER) Housing Assistance Fact Sheet

Rescissions: None

Background: The PRWORA of 1996, established a five-year lifetime limit on receipt of Federal TANF assistance for adult-headed families. The time limit was central to establishing the temporary nature of aid and communicating the program's goal moving recipients quickly into work and off of assistance. Michigan's Family Independence Program (FIP) is to support a family's movement to self-sufficiency. Families receiving FIP are to engage in JET activities that will help them gain financial independence.



Workforce Development Agency, State of Michigan

Victor Office Center | 201 North Washington Square, 5th Floor | Lansing, Michigan 48913

michigan.gov/bwt | 517.335.5858 | TTY 888.605.6722

The WDASOM is an equal opportunity employer/program. Auxiliary aids, services and other reasonable accommodations are available upon request to individuals with disabilities.

Effective October 1, 2011, Michigan will begin implementing stricter enforcement of the federal 60-month time limit, as well as executing the state's 48-month lifetime limit. The Federal time limit began on October 1, 1996, and the State limit began on October 1, 1997. An adult receives a count of one month for each month the participant receives FIP. Any participant case that has received FIP for 60 months or more, including cash assistance received in another state, will close effective October 1, 2011.

Policy: Effective October 1, 2011, the JET Program will no longer serve any TANF recipient whose case closes due to the participant reaching either the federal or state lifetime limit. Affected participants' cases will receive a Case Closure due to "Other" from Bridges on the One-Stop Management Information System (OSMIS). However, participants that are involved in a training or employment activity will need to have their JET participation terminated **manually** on the OSMIS. When OSMIS receives a case closure for a participant who has exceeded the 48 or 60 month time limit, the MWA can continue to pay for supportive services until the end of the calendar month.

Households that have reached their federal or state time limit maximum may be eligible for housing assistance from DHS for up to three months following the month of their FIP closure. In order to be eligible for housing assistance (see Attachment D, Temporary SER Housing Assistance Fact Sheet), participants must attend an initial orientation and utilize the services of the local Michigan Works! at least once per week during the three month period.

MWAs are required to provide an initial group orientation (where necessary) which should include the requirements set by DHS for approving housing assistance and job search training for those participants affected by the October 1, 2011, effective date. TANF recipients whose cases are closed due to the time limit will be treated as Employment Services customers at the Michigan Works! One-Stops with eligibility for other services and programs determined by Michigan Works! MWAs will provide each eligible individual a ticket [Attachment A] which is verification of their attendance at an orientation and [Attachment B] which is verification that they utilized services at Michigan Works! The MWA **must issue a different colored date stamped ticket** for the different weeks of issue (should be no more than four different colors).

Action: MWAs must comply with the implementation of the October 1, 2011, time limits on welfare TANF assistance, as detailed in this policy issuance.

Inquiries: Questions regarding this policy issuance should be directed to your Welfare Reform state coordinator at (517) 335-5858. The information contained in this policy issuance will be made available in alternative format (large type, audio tape, etc.) upon request to this office.

**Expiration
Date:**

Ongoing

GC:YH:pv
Attachments

Possessor of this ticket has been in attendance at a Michigan Works! orientation on	Possessor of this ticket has been in attendance at a Michigan Works! orientation on
Possessor of this ticket has been in attendance at a Michigan Works! orientation on	Possessor of this ticket has been in attendance at a Michigan Works! orientation on
Possessor of this ticket has been in attendance at a Michigan Works! orientation on	Possessor of this ticket has been in attendance at a Michigan Works! orientation on
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Possessor of this ticket has been in attendance at a Michigan Works! orientation on	Possessor of this ticket has been in attendance at a Michigan Works! orientation on

Possessor of this ticket has utilized the services of Michigan Works! during the week of	Possessor of this ticket has utilized the services of Michigan Works! during the week of
Possessor of this ticket has utilized the services of Michigan Works! during the week of	Possessor of this ticket has utilized the services of Michigan Works! during the week of
Possessor of this ticket has utilized the services of Michigan Works! during the week of	Possessor of this ticket has utilized the services of Michigan Works! during the week of
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Temporary Housing Assistance - Frequently Asked Questions (FAQs)

Q: What is the requirement for the rental assistance payment?

A: The requirement is the same for each case reaching their Temporary Assistance for Needy Families (TANF) time limit. Each adult must attend the general orientation and utilize the Michigan Works! Agency (MWA) at least once per week to receive their ticket required for eligibility. For the initial month of eligibility each adult must attend the orientation and receive two weekly tickets to be eligible for rental assistance. For subsequent months, each adult must provide weekly four tickets - one for each week.

MWAs will issue different colored tickets each week and the week covered by that particular color will be pre-printed on the ticket. Lost tickets are not replaced and can only be regained if the participant visits a MWA another time during that same week.

****Three eligible months will be consecutive immediately following the Family Independence Program (FIP) closure due to time limits.*****

Q: What is the requirement for clients who are deferred (for any employment code other than IN) when their FIP closes for TANF time limits?

A: The requirements for deferred clients are the same as those that were not deferred. Each adult must attend the general orientation and utilize the MWA at least once per week to receive their ticket required for eligibility.

Q: Will clients closing with current NC (Needed to care for a disabled child) or NS (Needed to care for a disabled spouse) deferral code be expected to participate in employment services?

A: Yes.

Q: What are the requirements for MWAs to verify a "personal appearance"? What constitutes utilizing services before we can issue a "ticket"?

A: A customer's physical presence at a Michigan Works! office requesting a ticket constitutes 'utilizing services'.

Q: Is this Orientation different than the one that we have scheduled to accommodate those leaving welfare? What type of documentation is needed to verify the person(s) attended Orientation.

A: This Orientation is the same as the one Michigan Works! has scheduled to accommodate those leaving welfare. The Orientation should provide customers with an introduction to Michigan Works! services, including: overviews of One-Stops, Michigan Talent Bank usage instructions, and Resource Room availability.

Q: What is the verification process?

A: The type of documentation needed to verify that a customer attended the Orientation is the dated ticket stating "Possessor of this ticket has been in attendance at a Michigan Works! orientation". The documentation needed to verify a customer utilized services of Michigan Works! is a dated ticket stating "Possessor of this ticket has utilized the services

of Michigan Works! during the week of". The customer is responsible for requesting tickets from MWA staff at the time of their weekly visit.

Q: What if an individual loses a ticket?

A: Individuals are responsible for requesting and retaining their own tickets. Lost tickets should only be provided during the week the MWA services were utilized. Replacement tickets for previous weeks are not available.

Q: Is the MWA required to keep a log in sheet?

A: MWAs are not required to keep a log-in sheet.

Q: Will these clients receive a higher level of service at the MWA?

A: No, they will receive the same service as any person receiving employment services through the MWA.

Q: How will the MWA know when a customer is eligible for the rental subsidy? There is no indicator that shows a customer's countable month limitation on OSMIS or Family Self Sufficiency Plan?

A: MWAs are not responsible for determining a customer's rental subsidy eligibility. Requests have been made for an indicator showing a customer's countable months on OSMIS.

Q: What if the client missed a month? Are they eligible for the month?

A: This is a resource where eligibility is only during the 3 consecutive months immediately following the month of closure due to exceeding 48/60 months' time limits. The household may receive assistance for month 1 and 3 only or month 2 only. Eligibility factors must be met for each month.

Q: Is this program statewide and how long will it last?

A: This will run statewide through Fiscal Year (FY) 2012; recipients will be eligible for up to three consecutive months immediately following the month of closure due to TANF time limits.

Q: Will the clients need to be registered at the MWA?

A: No. There is no referral needed for MWA employment services.

Q: Is the Department of Human Services (DHS) able to provide bus passes/tokens for customers who reached their 48/60 month limitation and need to attend a Michigan Works! service center for rental subsidy support?

A: There are Department of Social Service (DSS) services that these clients may be eligible for if they meet the criteria for DSS as outlined in BEM 232. However, this is not an entitlement program, and local offices may not have funding for this.

- Q: Will the Job Navigators be the only resource to assist clients?
- A: Job Navigators are volunteers under the supervision of the MWA and only utilized to supplement current employment services for the program. The client will ultimately be responsible for self-directed job search.
- Q: Will a list for FIP closures for November be issued?
- A: Yes, more information will be forthcoming. Following October, the ongoing closures will average around 300 cases per month statewide.
- Q: Can this housing assistance be used to pay late payment?
- A: The Housing Assistance can be used to pay up to the cap for arrearages when behind, but will only pay the maximum based on the number of individuals in the FIP household.
- Q: Are clients eligible for regular State Emergency Relief (SER) and Temporary SER Housing Assistance at the same time?
- A: Yes, as long as eligibility requirements are met for both programs (court ordered eviction, affordability, and copay verifications must be met for regular SER). Payment should not exceed the client's legal obligation amount.
- Q: How will payments be made?
- A: Payments must be made directly to the landlord through the provider management process. The landlord must be enrolled and instructions are included in the Housing Assistance memo.
- Q: Why are we requiring a lease or rental agreement only and not allowing collateral contact or a DHS-3688?
- A: The DHS-3688 and collateral contact were excluded to assure verification of the legal obligation to pay. Clients must have a valid lease that shows a legal obligation to pay.
- Q: What is considered to be a "Current rental agreement"?
- A: This would be an agreement that includes a time period with the application date. A rental agreement usually covers a period of months. For example, client Z applies for SER housing on 10-15-11 and provides a rental agreement that is in effect from August 1, 2011 – January 31, 2012.
- Q: Are both families eligible with Shared Leases?
- A: Both families would be considered one SER household. We would not pay the same landlord twice- only one payment per lease with legal obligation.
- Q: Will the transfer of the case to an Employer Service (ES) be auto or stay with Family Independent Specialist (FIS)/Case Manager?

Exhibit I, Attachment I
ATTACHMENT C

- A: Bridges will hold a closed FIP case with the case manager (JET worker) for 60 days and then will auto-transfer to an eligibility specialist. By the second month of closure in the case of housing assistance being requested, the client should be formulating a plan for future goals and living situation management.
- Q: Are clients eligible for child care benefits while attending the orientation and utilizing Michigan Works! services?
- A: Time spent attending these activities should be categorized as an approved activity and any related Child Day Care authorizations should be limited to 16 biweekly need hours for a maximum of three months. Documentation of the client's participation in the Temporary Housing Assistance Pilot program per FOA Memo 2011-24 must be entered in Bridges case comments and the ticket provided to the client by Michigan Works! shall be filed in the case record as verification of attendance.
- Q: How are hearing requests to be handled for this program?
- A: In the same manner all other hearing requests are for each particular local office.

Temporary SER Housing Assistance Fact Sheet

Households that have reached their federal or state Temporary Assistance for Needy Families (TANF) Family Independence Program (FIP) time limit maximums may qualify for housing assistance for up to three months following the month of their FIP closure.

****Three eligible months will be immediately following the month of FIP closure due to time limits****

- You must not have been disqualified or sanctioned at the time of your FIP closure.
- **Month 1:** Each adult must attend a general orientation and use the local Michigan Works! at least once per week. A ticket will be issued by the Michigan Works! office at the time of your participation. A ticket for orientation and two weekly tickets are required in order to qualify for your first request. You will need to submit a completed State Emergency Relief (SER) application to your local office to have your eligibility determined.
- **Month 2 & 3:** Each adult must provide weekly four MWA participation tickets - one for each week. Tickets will be issued by the local Michigan Works! at the time of your visit. The Temporary Housing Assistance Pilot Program Supplemental SER Application may be submitted to your local Department of Human Service (DHS) office for the 2nd and 3rd months.
- Lost tickets are not replaced and can only be regained if the participant visits Michigan Works! another time during that same week. Individuals are responsible for requesting and retaining their own tickets. Replacement tickets for previous weeks are not available.
- You must provide a current rental or lease agreement, mortgage statement, Section 8, or other housing verification to determine the cost of your legal housing obligation.
- Payments will be made directly to your landlord/housing provider for your actual housing obligation amount. The payment amount cannot exceed the SER relocation amount for the FIP group size.
- You may be eligible for child care benefits while attending the orientation and utilizing Michigan Works! services. Time spent attending these activities are limited to 16 hours every two weeks, for a maximum of three months.

- DHS may be able to provide bus passes/tokens in order for you to attend a Michigan Works! service center, please discuss with your DHS case worker if you do not have other transportation available.



OFFICIAL

E-mailed: 09/27/11(pv)

Workforce Development Agency, State of Michigan (WDASOM)Policy Issuance (PI): 11-07

Date: September 27, 2011

To: Michigan Works! Agency (MWA) Directors

From: Gary Clark, Director, Office of Talent Development Services
(SIGNED)

Subject: Fiscal Year (FY) 2012 Jobs, Education and Training (JET) Allocations

Programs Affected: JET

References: Reauthorization of the Temporary Assistance for Needy Families (TANF) Program; Final Rule, 45 CFR Parts 261, 262, 263, and 265

Personal Responsibility and Work Opportunity Reconciliation Act (PRWORA) of 1996

Rescissions: None

Background: The JET Program was established to assist welfare applicants/recipients and low-wage workers to succeed in the labor market. JET places a strong emphasis on helping welfare applicants/recipients stay employed, gain skills, and advance rather than only emphasizing initial placement. The goal of the JET Program is to help families find the resources they need to overcome obstacles and move up career ladders to self-sustaining, lasting employment. The Jet Program promotes employer, community, and faith-based solutions connecting with the human service, education, and training systems.

The JET Program is a partnership between the MWAs, Michigan Department of Human Services (DHS), and WDASOM.



Workforce Development Agency, State of Michigan

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The WDASOM is an equal opportunity employer/program. Auxiliary aids, services and other reasonable accommodations are available upon request to individuals with disabilities.

Policy:

FORMULA ALLOCATIONS

GENERAL FUND/GENERAL PURPOSE (GF/GP) dollars are contingent on the availability of funding and approval to release funding. Allocations may be subject to change.

To determine the MWA's FY 2011 JET allocations, the WDASOM used the combined FY 2012 TANF and GF/GP funds to be allocated and applied the JET formula as follows:

1. Average monthly Family Independence Program (FIP) caseload (50 percent).
2. Total new FIP cases (30 percent).
3. Total JET participants by MWA (30 percent).

The attached table identifies TANF and GF/GP funding. No Workforce Investment Act/Statewide Activity funds will be available to support JET for FY 2012. All MWAs were limited to a max reduction of no more than 6.8% from their FY 2011 formula distribution.

JET plan instructions and funding restrictions for FY 2011 were provided under separate policy issuance.

It is very important that all information regarding services provided to participants are documented on the One-Stop Management Information System. WDA is required to provide quarterly reports to the Michigan Department of Human Services, which must incorporate the following information:

1. The total number of individuals served, which includes:
 - a. Participant name
 - b. Participant ID number
 - c. Participant case number
2. The amount of funding expended by category of expense per quarter and cumulative for the year.

PROFIT

Profit is an allowable cost, payable only to commercial organizations and must be negotiated as a separate element of each contract's price. Profit rates can be negotiated from 0% up to a maximum of 10%. Profit rates can only be applied against the commercial organization's personnel-related costs (i.e., salaries, wages, and benefits) for the staff that contributed to the organization's

required triage meetings. Case managers of JET participants may participate in home visits with DHS staff at the MWA's discretion.

The MWA must conduct a case management contact with JET participants receiving FIP or EFIP payments at 90 and 180 days after employment. The purpose of such contacts is to identify and address barriers that may affect the participant's job retention, and to identify possible supportive service needs. The contact method is left to the discretion of the MWA, but it must be clearly documented.

Supportive services are to be provided in accordance with PI 06-33 and subsequent changes. MWAs are to provide supportive services to participants as appropriate through the first 180 days of a participant's employment (the 180-day job retention period). Please note that this also applies to those individuals whose FIP case closes due to income prior to the end of the 180-day retention period. JET participants receiving FIP payments beyond the 180-day retention period may be provided supportive services at the MWA's discretion and funding availability. However, in accordance with PI 06-33 and its changes, after the 180-day retention period has been completed, public transportation allowances or private automobile mileage reimbursement may only continue to be provided to those participants who are **enrolled in education or training activities**.

MWAs are required to record all appropriate case note information in a timely manner, including identified barriers and steps taken to remove them, supportive services records, and employment information from case management contacts. Participant information required to be reported in the OSMIS; such as, activity data, beginning and ending dates, participant status, date attended orientation, and 180-day job retention data, must be entered in the OSMIS within two business days of obtaining the information. MWAs are encouraged to also record case note information in the OSMIS in preparation for future integration of management information systems.

Please note that MWAs are no longer required to participate in willingness-to-comply tests described in rescinded Bureau of Workforce Programs (BWP) PI 02-05 and its changes. If an MWA desires involvement in willingness-to-comply tests in its area, it may participate through local agreement with the DHS office. MWAs should, however, be involved in assigning the activities subsequent to a participant's triage that a participant must complete to avoid further negative action. Triage procedures are described in further detail in this policy.

180-Day Job Retention

MWAs must track and report 180-day job retention status of all JET participants receiving FIP or EFIP payments who obtain positions in unsubsidized employment. MWAs must record the 180-day job retention data in the OSMIS using the corresponding Welfare Reform Job Retention screen. Participants who have been placed into unsubsidized employment must remain employed for 180 calendar days to be reported as completing 180-day job retention requirements. In addition, the participant must have worked, based on a monthly average, the required federal minimum number of weekly participation hours relative to their case circumstances, as specified in the Allowable Activities PI 06-11 and its changes, to be reported as completing 180-day job retention.

If there is a break of seven calendar days or less in a participant's employment status, or a 14 calendar day break occurs that is the result of a cyclical layoff during the 180-day period, there is no requirement to start the retention period over. However, in order for the original 180-day retention period to remain uninterrupted, the individual must remain in the original unsubsidized employment activity in the OSMIS. The MWA must indicate in case notes that the individual has been kept in the original unsubsidized employment activity in order to continue the original 180-day retention period. Within the Unsubsidized Activity in OSMIS, the "wages" and "hours per week" fields should be updated with the new employment information and the new employer information should also be entered in the comment box of the activity. If the break is more than seven calendar days, or more than 14 calendar days resulting from a cyclical layoff, the 180-day job retention period must begin over from zero, and the individual is to be placed into a new unsubsidized employment activity if new employment is obtained.

For the purposes of this policy issuance, a cyclical layoff is a layoff of 14 days or less that is related to business or production cycles. The participant must return to work with the same employer at the end of the layoff period. In the case of participants who work with temporary agencies, the participant may return from the cyclical layoff to work at a comparable work site as long as he/she is an employee of the same temporary agency.

If an individual is still receiving regular FIP payments 180 days after obtaining employment, the participant should not be terminated from the OSMIS. The MWA is to leave the participant active in the OSMIS and continue to verify that work participation requirements are being met.

As aforementioned, supportive services are to be provided as appropriate through the 180-day job retention period, including to those individuals whose FIP case closes due to income prior to the end of the 180-day retention period. JET participants receiving FIP payments beyond the 180-day retention period

JET Allowable Activities in Meeting the Required Hours of Participation
(Applies to all Participants)

1. Unsubsidized Employment (Core Activity)	X
<ul style="list-style-type: none"> Full or part-time employment in the public or private sector, not supported by Temporary Assistance for Needy Families (TANF) funds, state General Fund/General Purpose (GF/GP) funds, or any other public program. Hours in barrier removal or other supportive activities, such as substance abuse treatment, mental health treatment, and rehabilitation activities may count as unsubsidized employment if the activities are an integrated part of the unsubsidized employment and if the participant is paid for all hours of participation in such activities. Self-employment may count as unsubsidized employment. The following formula must be used to determine actual hours of participation for the self-employed: Monthly net business sales (gross revenues-expenses) divided by the federal minimum wage monthly actual hours. Guidelines for determining allowable self-employment activities and allowable self-employment expenses can be found in Department of Human Services Bridges Eligibility Manual 502, at http://www.nfia.state.mn.us/olmweb/ex/bem/502.pdf 	
2. Subsidized Public or Private Sector Employment (Core Activity)	X
<ul style="list-style-type: none"> Job creation through public or private sector employment wage subsidies. Work-study programs sponsored by educational institutions may be included in this activity. Hours of participation in barrier removal or other supportive activities, such as substance abuse treatment, mental health treatment, and rehabilitation activities may count as subsidized employment if the activities are an integrated part of the subsidized employment and if the participant is paid for all hours of participation in such activities. If the participant's FIP case closes, and the placement of the participant into this activity was the result of efforts made by the MWA, the participant may remain in the activity for the remaining balance of their subsidized employment agreement. 	
3. On-the-Job Training (OJT) (Core Activity)	X
<ul style="list-style-type: none"> Training is conducted while participants are employed. Employer may be reimbursed for the training costs, which may cover up to 50 percent of a participant's salary. An OJT contract must be limited to the period of time required for a participant to become proficient in the occupation for which the training is being provided. Payment may continue to be paid to the employer until the OJT contract expires or is terminated by any party even if the FIP case closes. 	
4. Job Search and Job Readiness (JS/JR) Assistance (Core Activity)	X
<ul style="list-style-type: none"> The act of seeking or obtaining employment, or preparation to seek or obtain employment. Job Readiness activities may include substance abuse treatment, mental health treatment, or rehabilitation activities if determined to be necessary by a qualified medical or mental health professional. Personal activities such as seeking childcare, seeking housing, or seeking transportation are not countable work activities under JS/JR or any other allowable activity. A maximum of 240 hours of JS/JR per preceding 12-month period (a rolling 12 month period) may be counted toward the participation requirements of single custodial parents with a child under age six, and a maximum of 360 hours of JS/JR may be counted toward the participation requirements of all other individuals. A maximum of 360 JS/JR hours per preceding 12-month period may be counted for each work eligible individual in a two-parent family. Participation in JS/JR is limited to four consecutive weeks and then a one-week break is required. A week is the seven-day period from Sunday through Saturday and any amount of time spent participating in JS/JR during a week would exhaust one full week of the 4-consecutive week JS/JR time limit. Hours of participation in JS/JR in the fifth consecutive weeks will not count towards participation requirements, nor be applied towards the individual's 240/360 hour 12 month limit. Participation time spent in JS/JR prior to an individual becoming a FIP recipient will not count towards the JS/JR time limit. 	
5. Work Experience Program (WEP) (Core Activity)	X
<ul style="list-style-type: none"> An unpaid work assignment, performed in return for welfare. May include work associated with the refurbishing of publicly assisted housing. No specific time limit, but intent is for short-term participation that improves skills and general employability of participants. A participant's combined monthly hours of participation in WEPs and Community Service Programs (CSPs) may not exceed the amount of cash assistance the participant receives per month divided by the state's minimum wage, in accordance with the Fair Labor Standards Act (FLSA). 	
6. Community Service Program (CSP) (Core Activity)	X
<ul style="list-style-type: none"> CSPs must be structured programs in which individuals perform work for the direct benefit of the community under the auspices of public or nonprofit organizations. CSPs must be designed to improve the employability of participants otherwise unable to obtain full-time employment. Time counted in CSPs may include training that is an integral, embedded part of the CSP and of limited duration. A participant's combined monthly hours of participation in CSPs and WEPs may not exceed the amount of the cash assistance the participant receives per month divided by the state's minimum wage, in accordance with the FLSA. 	
Providing Childcare Services to Individuals Participating in Community Service Programs (Core Activity)	X
<p>Providing childcare to individuals participating in a community service program.</p> <ul style="list-style-type: none"> This is an unpaid activity and must be designed to improve the employability of individuals who participate in it. Training, certification, or mentoring will help make the activity meaningful and may be a first step toward the participant's attainment of employment in the childcare field. 	

<p>Vocational Educational Training (VET) (Core Activity)</p> <ul style="list-style-type: none"> Organized educational programs that prepare individuals for employment in current, emerging, or in demand occupations. Participation in the educational activity may be performed at the educational institution or through distance learning. Hours counted for participation through distance learning may not exceed the hours required or advised by the educational institution Participation time in a baccalaureate or advanced degree program may be included in this activity. Basic and remedial education and English-as-a-Second Language (ESL) may only count as part of a VET activity if they are a minor component of the program and deemed to be necessary by the educational institution, which must provide supporting documentation for its need. Any participation time in this activity exceeding 12 months per individual shall not be counted towards federal participation requirements or shall be recorded as Job Skills Directly Related to Employment. Study time may be counted toward participation requirements for educational activities as long as the MWA obtains documentation from the educational institution stating the homework/study expectations of the program. Study time can include both supervised and unsupervised time. Unsupervised study time is limited to one hour for each hour of class time. In addition, participants may complete supervised study time up to the maximum recommended expectation provided by the school. Total study time (including unsupervised and supervised time) cannot exceed the hours required or advised by the particular educational program. <p>A. Vocational/Occupational Training</p> <ul style="list-style-type: none"> An occupationally relevant training component, directly related to a specific occupational field or specific job, which may combine classroom, laboratory, and other related activities. <p>B. Condensed Vocational Training (CVT)</p> <ul style="list-style-type: none"> A short-term (not to exceed six months) vocational training program requiring a minimum of 30 hours of classroom time per week. <p>C. Internships, Practicums, & Clinicals</p> <ul style="list-style-type: none"> Activities required by an academic or training institution for licensure, professional certification, or degree completion, etc. 	X
<p>9. Job Skills Training Directly Related to Employment (Non-Core Activity)</p> <ul style="list-style-type: none"> Job skills training focuses on educational or technical training that specifically helps individuals obtain employment or advance in the workplace. Remedial education/basic math/ESL is allowable if it relates directly to employment or job training. Baccalaureate and advanced degree programs may be defined as Job Skills Training Directly Related to Employment. Such programs must be applicable to an occupation that the MWA has determined to be in-demand. Study time may be counted toward participation requirements for educational activities as long as the MWA obtains documentation from the educational institution stating the homework/study expectations of the program. Study time can include both supervised and unsupervised time. Unsupervised study time is limited to one hour for each hour of class time. In addition, participants may complete supervised study time up to the maximum recommended expectation provided by the school. Total study time (including unsupervised and supervised time) cannot exceed the hours required or advised by the particular educational program. Participation in the educational activity may be performed at the educational institution or through distance learning. Hours counted for participation through distance learning may not exceed the hours required or advised by the educational institution 	O
<p>10. Education Directly Related to Employment (Non-Core Activity)</p> <ul style="list-style-type: none"> Education related to a specific occupation, job, or job offer. For work-eligible individuals who have <i>not</i> received a high school diploma or certificate of high school equivalency. Remedial education/basic math/ESL and GED preparation is allowable if it is related to a specific occupation, job, or job offer. Study time may be counted toward participation requirements for educational activities as long as the MWA obtains documentation from the educational institution stating the homework/study expectations of the program. Study time can include both supervised and unsupervised time. Unsupervised study time is limited to one hour for each hour of class time. In addition, participants may complete supervised study time up to the maximum recommended expectation provided by the school. Total study time (including unsupervised and supervised time) cannot exceed the hours required or advised by the particular educational program. Participation in the educational activity may be performed at the educational institution or through distance learning. Hours counted for participation through distance learning may not exceed the hours required or advised by the educational institution 	O
<p>11. Satisfactory Attendance at Secondary School or in a Course of Study Leading to a Certificate of General Equivalence (Non-Core Activity)</p> <ul style="list-style-type: none"> Activity may not include other related educational activities, such as adult basic education or language instruction unless it is linked to attending a secondary school or leading to a GED. All minor parents, without a high school diploma or GED, must be assigned to this activity. Study time may be counted toward participation requirements for educational activities as long as the MWA obtains documentation from the educational institution stating the homework/study expectations of the program. Study time can include both supervised and unsupervised time. Unsupervised study time is limited to one hour for each hour of class time. In addition, participants may complete supervised study time up to the maximum recommended expectation provided by the school. Total study time (including unsupervised and supervised time) cannot exceed the hours required or advised by the particular educational program. Participation in the educational activity may be performed at the educational institution or through distance learning. Hours counted for participation through distance learning may not exceed the hours required or advised by the educational institution 	O

y single or combination of those activities identified with an "X" can be used to meet the weekly minimum 20 required average hours of participation in Core Activities. O – Those activities marked with an "O" are considered "Non-Core Activities" and they assist participants with weekly required average hours greater than 20 to meet participation, in conjunction with Core Activities, and help promote self-sufficiency for all participants.

OFFICIAL

E-mailed: 06/30/11 (tk)

BWT/Workforce Development Agency, State of Michigan (WDASOM)
Policy Issuance (PI): 06-34, Change 10

Date: June 30, 2011

To: Michigan Works! Agency (MWA) Directors

From: Liza Estlund Olson, Director, Workforce Development Agency
SIGNED

Subject: Case Management Including Entry of Actual Hours into the One-Stop Management Information System (OSMIS)

Programs Affected: Jobs, Education, and Training (JET)

Rescissions: PI 05-36 and changes

References: Reauthorization of the Temporary Assistance for Needy Families (TANF) Program; Final Rule: *45 CFR Parts 261, et al., Federal Register*, Volume 73, Number 24, February 5, 2008

Reauthorization of the TANF Program, Interim Final Rule: *45 CFR Parts 261 et al., Federal Register*, Volume 71, Number 125, June 29, 2006

TANF Program; Final Rule: *45 CFR Part 260 et al., Federal Register*, Volume 64, Number 69, April 12, 1999

Public Act (PA) 468 of 2006, dated December 20, 2006 (Enrolled House Bill 6580)

PA 471 of 2006, dated December 20, 2006 (Enrolled Senate Bill 1501)

State of Michigan Work Verification Plan, effective October 1, 2008



Workforce Development Agency, State of Michigan

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The WDASOM is an equal opportunity employer/program. Auxiliary aids, services and other reasonable accommodations are available upon request to individuals with disabilities.

Background: This policy change is being issued to remove the requirement of the MWA to **verify actual hours of participation** 90 days after employment has been attained. This additional verification was undermining the effectiveness of regulatory provisions that allow for projecting hours of employment for up to six months. This policy also clarifies the OSMIS procedure following the completion of triage meetings and revises the entry of actual hours for OSMIS detailed in Attachment I. Additionally, the documentation requirements for Paid Work Activities and the Documentation Checklist (Attachment II) have been updated.

Policy: The JET Program is designed to establish and maintain a connection to the labor market for individuals referred from the Michigan Department of Human Services (DHS), while offering educational and training opportunities and Job Search and Job Readiness (JS/JR) activities to increase the individual's income; therefore, reducing or eliminating a family's need for public assistance.

This policy specifies required procedures regarding general case management, 180-day job retention, Extended Family Independence Program (EFIP) participants, triage meetings, JET participants who are unable to participate due to medical reasons, the Family Automated Screening Tool (FAST), the Family Self-Sufficiency Plan (FSSP), entry of educational and training outcomes, entry of actual hours of participation, acceptable forms of documentation, excused absences, holidays and technical instructions for entering actual hours in OSMIS.

Case Management

MWAs must provide case management activities as necessary to assist participants in obtaining employment at sufficient wage and hours to eliminate the need for Family Independence Program (FIP) assistance. MWAs shall make every effort to place a minimum of 50 percent of clients, who participate in the JET Program, in positions that provide wages of \$8 per hour or more. Examples of case management activities include working with employers to develop career ladder programs and/or provide more working hours to a participant, enrollment of participants into training programs, assessing needs for supportive services, providing supportive services, consulting with the participant's DHS Family Independence Specialist (FIS) to address situational barriers, and using other community agencies for additional necessary services. MWAs are to serve all persons connected to a FIP or EFIP case. Persons served are to be electronically referred from DHS, and are to include FIP clients who are in their last months of sanction and have reapplied for FIP. Three-way meetings are encouraged to take place as necessary, to further address situational barriers, increase communication between parties, and resolve conflicts prior to acts of noncompliance and

may be provided supportive services at the MWA's discretion and funding availability. However, please note that, in accordance with PI 06-33 and its changes, after the 180-day retention period has been completed, public transportation allowances or private automobile mileage reimbursement may only continue to be provided to those participants who are enrolled in education or training activities.

EFIP

The DHS will provide a payment of \$10 per month for six months to individuals whose FIP case would have otherwise closed due to earnings, if those individuals continue to meet federal work participation requirements, per Section 57s of PA 471. The DHS extends the FIP case and it becomes an EFIP case. Such case outcomes are captured as case closures due to income in the OSMIS. All case closures due to income should be considered EFIP cases upon the case closure due to income notification.

MWAs must ensure that EFIP recipients who are active with the MWA are meeting federal participation requirements. If, based on a monthly average, an EFIP recipient's hours of employment are less than his/her federally required hours of participation, the individual must participate in the additional allowable activities necessary for the participant to meet federal participation requirements.

EFIP participants' hours of participation should be verified and reported according to the documentation requirements stipulated in the *Acceptable Forms of Documentation* section of this policy (hours of participation in unsubsidized employment may be projected for up to six months).

If an EFIP participant changes employers, documentation from the new employer must be submitted in order to project hours.

If an EFIP participant loses their job, due to no fault of their own, the MWA should re-engage the client and notify the FIS. An EFIP recipient is noncompliant with work related activities and requires the triage process **only** when he/she:

- Quits a job without good cause
- Is fired from a job for misconduct
- Voluntarily reduces hours of employment without good cause

If an MWA is unable to obtain documentation to support an EFIP participant's hours of participation within four weeks of the notification of the case's transfer to EFIP, the MWA should terminate the EFIP participant from the OSMIS using the code "Refused EFIP Services" and notify the FIS of the termination. If an EFIP participant declines MWA services, the MWA should

immediately terminate the participant from the OSMIS, using the code "Refused EFIP Services" and notify the FIS of the termination. Supportive services are to be provided as appropriate through the 180-day job retention period. Please note that the six-month (180-day) period in which a participant receives EFIP payments does not necessarily coincide with the participant's 180-day job retention period. EFIP payments begin upon the individual's case closure to *income*, which often occurs at a point subsequent to the person's first date of employment (the beginning of the 180-day retention period). An EFIP payment period that does not begin at the same point at which the 180-day retention period begins is a result of the initial income from the person's employment not having been sufficient to immediately discontinue the FIP payments (and change to EFIP payments). MWAs are not required to provide supportive services to individuals receiving EFIP beyond their 180-day job retention period.

All EFIP cases in the OSMIS will be automatically terminated upon receipt of any "case closure" notification subsequent to the case's initial "case closure due to income" notification. Such automatic terminations include case closures that occur due to six months of EFIP having been provided, and other case closures (which may occur prior to six months of EFIP having been provided). Accordingly, MWAs are to discontinue the provision of all case management services, including the provision of supportive services, upon such EFIP case terminations.

Participants who move from EFIP payments back to regular FIP payments will continue their current participation in the OSMIS. **The MWA is not to terminate the existing referral or manually enter a new referral in the OSMIS.** The participant's EFIP status will be changed to "No" in the OSMIS and the participant will be listed on the "WF_EFIP_NO" report. The Work First Participant Count in the OSMIS will be increased by one to reflect the new referral. MWAs are to reassign allowable work participation activities to these participants as appropriate.

Triage Meetings

If a participant demonstrates work participation-related noncompliance, a triage meeting must be scheduled with the participant, the FIS, and the MWA case manager to determine whether "good cause" circumstances exist for the noncompliance and whether punitive action should be taken.

In accordance with Section 57g(12) of PA 468, if the FIS and the MWA case manager both agree that "good cause" exists for the participant's noncompliance, penalties should not be imposed upon the participant. Examples of good cause for noncompliance may be found at DHS Bridges Eligibility Manual 233A, at: <http://www.mfja.state.mi.us/olmweb/ex/bem/233A.pdf>. Triage meetings must be scheduled before any punitive action, such as case closure, is

taken. Once the instance of noncompliance occurs, the MWA staff must contact DHS to schedule necessary triage meetings.

The DHS is responsible for sending the triage meeting notices to the MWA. The format of the triage (i.e., in-person, via telephone conference call, or other means of communication that allow for immediate exchange of ideas) is a local decision, so long as the FIS, MWA case manager, and participant are involved in the communication process.

If the FIS and MWA case manager do not agree as to whether good cause exists for the noncompliance, the case must be forwarded to the immediate supervisors of each party involved to reach an agreement.

Triage meetings are not required for the following termination reasons:

- Found ineligible after referral
- Deferred
- FIP case closure-Other
- FIP case closure-Income
- Refused EFIP Services
- Participant Death
- Institutionalized

MWAs are not required to participate in triage meetings for FIP applicants referred from DHS who fail to show or call for an orientation at JET. Referrals who fail to show/fail to contact the MWA should not be activated in the OSMIS.

Please note the following required procedures for participants who attend orientation but fail to show/call for a subsequent JET activity assignment:

- If a referral attends orientation, but fails to show/call for a subsequent JET activity, MWAs must place the individual into the "Assigned to Triage" activity in the OSMIS and participate in the triage if the participant's FIP case is active.
- If a referral attends orientation, but fails to show/call for a subsequent JET activity, MWAs are to place the individual into the "Assigned to Triage" activity in the OSMIS. MWAs are not required to participate in the triage if the participant's FIP case is not active. These individuals may be terminated from the OSMIS after being placed into the "Assigned to Triage" activity.

MWAs may determine whether a JET participant's FIP case is active by viewing the "FIP/RAP Status" column on the "FSSP Home" screen in the participant's FSSP.

When a triage meeting is determined to be necessary, MWAs must place participants into the "Assign to Triage" activity in the OSMIS and indicate the reason for the triage. Please note, when entering the "Start Date" on the "Assigned to Triage" screen in the OSMIS, MWAs must enter the date the participant appears to have not cooperated (i.e., the date the participant failed to show to an activity in which they were assigned to participate). If a triage is determined to be necessary as a result of a series of instances of noncompliance, the MWA must enter the **most recent date** the participant appears to have not cooperated as the "Start Date" on the "Assigned to Triage" screen.

If it is determined that good cause did not exist for an instance of noncompliance or the participant fails to show to a scheduled triage, the MWA is to wait for the interface between Bridges and OSMIS to complete before entering a termination on OSMIS. If the case closure does not come over from Bridges within 14 days of the triage meeting, the MWA is to contact the local DHS and request an update.

If the participant is determined to have had good cause, the activity in which the participant is to proceed must be indicated in the OSMIS and usual OSMIS procedures should be followed. Policies regarding the implementation of triage meetings and corresponding procedures must be explained to participants during their required introduction to the program.

JET Participants who are Unable to Participate due to Medical Reasons

30 Days or Less

JET participants who are unable to participate for 30 days or less due to medical reasons are to be placed in OSMIS code 75; "Medical Inactive – 30 days or less."

If an MWA has not had contact with a JET participant for 30 days or more due to the participant's medical reasons, the MWA must contact the participant and require him/her to make contact with the MWA within five business days. The OSMIS will hold the individual in code 75 until other action is taken in the OSMIS by the MWA. If the participant has not made contact with the MWA by the requested date, a triage must be scheduled.

More than 30 Days

If an MWA receives information from a JET participant that they are unable to participate in the JET program for more than 30 days due to medical reasons, the MWA must contact the local DHS for a deferral determination and place the participant into OSMIS code 80; "Pending Deferral Determination." The participant is not to be placed in a triage nor

terminated from the OSMIS while waiting for a deferral determination to be made.

If DHS makes a determination that the individual qualifies for a deferral, the participant will be indicated as such in the daily OSMIS deferral file and will be terminated automatically from the OSMIS. If DHS determines that the individual does not qualify for a deferral, the MWA must reengage the participant and assign him/her to an appropriate allowable activity.

FAST

The FAST is a 50-question, web-based participant self-assessment designed to identify the participant's strengths and barriers. The FAST is to be completed by the participant and takes approximately 30 minutes to complete, depending on the individual's reading and computer skills. The participant's responses to the questions will assist in the development of the FSSP, described in the following section.

All JET participants must complete and submit a FAST within 30 days of the initial interview with the FIS. Completion of the FAST is the participant's responsibility. MWAs may assist with participants' completion of the FAST if they have the resources to do so. The FAST is available to participants at www.michigan.gov/fast, in both English and Spanish. The client must select an answer to every question even if he/she chooses the response "skip." When the client submits the completed FAST, he/she will be given a confirmation number to document their completion of the FAST. Participants with active FIP cases that were opened prior to FAST completion requirements must complete a FAST at re-determination of FIP eligibility.

FSSP

The FSSP is a web-based service plan designed for multiple agencies to share data that pertains to mutual participants. The FSSP is accessible to MWAs through the OSMIS. It is used to collect, document, and report on participants' participation in employment, education, and family strengthening activities that will support success in self-sufficiency. Currently, the work participation activities assigned to participants and actual hours of participation are collected from the OSMIS and displayed on the FSSP the following day.

Please note that MWAs no longer need to enter the Contract Agreement Date on the FSSP. The "Date Attended Orientation" that is recorded by the MWA in the OSMIS (the Contract Agreement Date) will be automatically sent to the FSSP.

MWAs must continue to complete an Individual Service Strategy (ISS) in the OSMIS for all participants within 30 days of program enrollment, in

accordance with Bureau of Workforce Programs PI 06-10. System enhancements will be made in the future to automatically transfer ISS data in the OSMIS to the FSSP.

Entry of Educational and Training Outcomes

MWAs must enter into the OSMIS all JET participants' educational and training outcomes prior to participants' termination/case closure. In the registration component of the OSMIS, case managers will be required to indicate whether or not the participant obtained a high school diploma/General Equivalency Diploma (GED), an associate's degree, other post-secondary degree, or other training credentials during enrollment in JET. All educational and training outcomes must be verified by the MWA prior to being entered into the OSMIS.

Entry of Actual Hours of Participation

BWT PI 06-11 and its changes specify the requirements and limitations of all allowable activities. Actual hours of participation in the allowable activities must be entered into the OSMIS and supported by the appropriate documentation, as specified in this policy. Planned hours may not be considered and entered as actual hours.

Actual hours must be entered into the OSMIS within **two calendar weeks** of the end of the week, in which the activity was completed, with the exception of self-employment which is calculated and entered monthly. Each week is defined as **Sunday through Saturday**.

The beginning and ending dates for each reporting month may be found in the OSMIS, in the "Participation Hours Calendar." This calendar may be accessed through the "Update/View Participant Activities" page, the "Enter Actual Hours" page, or the "Actual Hours Status" page.

Hours of participation in paid work activities may be projected for up to six months, with appropriate documentation as specified in this policy.

Participants' remaining countable participation time in Vocational Educational Training (VET) and JS/JR may be found on the FSSP, under the Countable Hours option in the Main Menu.

Other Non-Countable Hours (ONCH)

In December 2008 an activity code for ONCH was added to the OSMIS to indicate participation in activities that do not count towards an individual's work participation requirement, or for indicating participation in activities that the MWA does not want to count towards the individual's federal work participation requirement and thus do not count towards the participant's

durational limits on particular activities. This activity code has been removed from OSMIS.

In order to better track and record JET participant engagement levels, important changes have been made to the Welfare Reform sections of the OSMIS. The OSMIS has been updated to allow for the entry of actual hours as ONCH within all JS/JR and VET activities. To avoid unnecessarily exhausting JS/JR or VET durational limits, the MWA may choose to report hours of participation as ONCH in the following situations:

- When a participant does not meet federal work participation requirements for the month
- When a participant already has enough hours for the month

When a participant has exceeded the annual JS/JR limit, additional time spent in the activity should also be reported as ONCH.

The Actual Hours Status Page, within the Update/View Participant Activities screen of the OSMIS has also been updated to reflect hours entered as "Other Non-Countable Hours." Actual hours of ONCH will be transferred to the FSSP for inclusion on the Countable Hours Reports. Please use the "Countable Hours" option on the Main Menu of the FSSP to access Countable Hours Reports, which will display the actual hours of ONCH from OSMIS in the "Other" cell of the "Actual Hours" row near the top of the page. The Countable Hours Limits History Report may be used to determine how many JS/JR hours have been counted towards work participation and the availability of JS/JR hours.

Technical instructions for the entry of actual hours into the OSMIS can be found in attachment I of this policy issuance.

MWAs may make no changes in the OSMIS to activity begin dates, activity end dates, and actual hours data that is more than four months old. For example, actual hours data for the last week of June may not be changed after the last week of October.

Acceptable Forms of Documentation

Documentation records may be in electronic or paper form. All hours of participation reported as actual hours in the OSMIS must be supported by the documentation requirements specified below. These requirements are also contained in attachment II of this policy.

Paid Work Activities

Unsubsidized Employment (excluding self-employment), Subsidized Employment, and On-the-Job Training

- Case file must contain a pay stub, other official employer record detailing hours of work, or third party verification, such as "TALX," which includes:

- Participant's name
- Participant's actual hours of participation
- Name of the employer or supervisor

OR

- Case file must contain a dated, written statement from the employer or documentation of a phone contact with the employer documenting hours that have ALREADY been performed which includes:

- Participant's name
- Participant's actual hours of participation
- Name of the employer or supervisor
- Name and contact information of the individual providing the information

In addition, for phone verification please include:

- Time and date of the call
- Name and contact information of the MWA staff making the phone call

Note: Written statements from employers or documented phone contacts with employers must not be used as verification of participation hours unless the documentation was completed after the hours have actually been worked.

Projecting Hours for Unsubsidized Employment (excluding self-employment), Subsidized Employment, and On-the-Job Training

An MWA may report projected actual hours of employment participation for up to six months based on current, documented actual hours of work, assuming hours worked will remain constant. All documentation must conform to the requirements above. Projections are to be generated as follows:

- Calculate the average weekly hours worked during a minimum of two consecutive pay periods based on pay stubs, other official employer records detailing hours of work, or third party verification services, such as "TALX,"

OR

- Project the average weekly hours based on a documented contact with the employer.

Any time an MWA receives information that the participant's average actual hours of work have changed, or no later than the end of any six-month period, the MWA must re-verify the client's current actual average hours of work, and may report these projected actual hours of participation for another six-month period.

Self-Employment

The following formula must be used to determine self-employment hours:

Monthly net business sales (gross revenues - expenses) / divided
by the federal minimum wage = monthly actual hours.

The calculated actual self-employment hours per month must be converted to average actual hours per week and entered accordingly into each one-week period in the OSMIS.

Documentation of the net business sales may include copies of personal checks, business receipts, billing invoices, or accounting records. Self-reporting by a participant without additional verification is not sufficient documentation.

Guidelines used for determining allowable self-employment activities and allowable self-employment expenses must be consistent with the countable self-employment income guidelines used by DHS in determining TANF eligibility. These guidelines can be found in DHS Bridges Eligibility Manual 502 at <http://www.mfia.state.mi.us/olmweb/ex/bem/502.pdf>

Projecting Hours of Self-Employment

Actual participation hours for self-employment may be projected for up to six months, assuming hours worked will remain constant, based on one month of tax or income records. The hours must be calculated and verified by using the self-employment formula and documentation requirements above.

Job Search and Job Readiness (JS/JR)

Participation in JS/JR must be verified every two weeks, with the appropriate signed documentation as specified below:

JS/JR Conducted at the Service Center

- Must be documented at least every two weeks
- Case file must contain an activity log, or sign in/out sheet which includes:
 - Participant's name and signature
 - Actual hours and dates of participation
 - Name, signature, and contact information of the MWA staff overseeing the activity

JS/JR Conducted Outside the Service Center

In order to count job search activities that a participant engages in outside of the MWA service center, participants must maintain a daily record of all employers visited or contacted as specified below:

- Must be documented at least every two weeks
- Case file must contain a timesheet or activity log which includes:
 - Participant's name and signature
 - Name & location of the employer visited or contacted via phone, fax, or internet
 - Name and contact information of the individual who received the employment application or who handled the job search contact. If contact was made via internet, provide the Web site address
 - Name, signature, and contact information of the MWA staff overseeing the activity
 - Actual time spent engaged in making contacts

If travel time between interviews is included in reported JS/JR time, the MWA must verify that the time is an accurate representation of the time required to travel between the locations.

In order to count substance abuse treatment, mental health treatment, or rehabilitation as Job Readiness activities, a qualified medical, substance abuse, or mental health professional must provide written documentation of the need for participation in such activities.

The MWA must conduct random reviews of the listed employers on each job search record submitted by the participant to ensure the validity of the reported participation hours.

Unpaid Work Activities

Work Experience Program (WEP) and Community Service Program (CSP)

- Must be documented at least every two weeks
- Case file must contain a timesheet, activity log, or attendance report which includes:
 - Participant's name
 - Actual hours and dates of participation
 - Name of the work site supervisor
 - Name, signature, and contact information of the individual verifying the information

Providing Childcare Services to an Individual Who is Participating in a CSP

- Must be documented at least every two weeks
- Case file must contain a timesheet which includes:
 - Name of participant providing the childcare service
 - Actual hours and dates of participation
 - Name & signature of the participant who is in the CSP

- Name, signature, and contact information of the MWA staff overseeing the activity

The hours of participation should be cross-referenced with the other participant's CSP activity verification to ensure accuracy.

Educational Activities

Vocational Educational Training (VET), Job Skills Training Directly Related to Employment, Education Directly Related to Employment, and Satisfactory Attendance at a Secondary School or in a Course of Study Leading to a Certificate of General Equivalence

Performed at an Educational Institution

- Must be documented at least every two weeks
- Case file must contain an attendance record, timesheet, or sign in/out sheet which includes:
 - Participant's name
 - Actual hours and dates of participation
 - Name of educational provider
 - Name, signature, and contact information of the individual verifying the information

Performed Through Distance Learning

- Must be documented at least every two weeks
- Case file must contain documentation from the educational institution explaining how hours of participation are monitored
 - Case file must contain a written statement from the MWA approving the educational institution's method for monitoring hours
- Case file must contain documentation from the educational institution stating the total hours that are required or advised for completion of the program. *Total time counted for participation may not exceed the hours required or advised by the educational institution*
- Case file must contain a timesheet, sign in/out sheet, or computer *log in/log out which includes:
 - Participant's name
 - Actual hours and dates of participation
 - Name of educational provider or other service provider
 - Name, signature, and contact information of the individual verifying the information

*If computer log-in/log-out times are used as documentation, the periods must be verifiable by the educational institution as periods in which progress was made.

Study Time

A limited amount of supervised and unsupervised study time may be counted under *VET, Job Skills Training Directly Related to Employment, Education Directly Related to Employment, and Satisfactory Attendance at a Secondary School or in a Course of Study Leading to a Certificate of General Equivalence*.

Supervised Study Time

- Must be documented at least every two weeks
- Case file must contain documentation of the educational institution's homework/study time expectations
- Case file must contain a time sheet or sign in/out sheet which includes:
 - Participant's name
 - Actual hours and dates of participation
 - Name of educational provider or other service provider
 - Name, signature, and contact information of the individual verifying the information

In order to count supervised study time, it must be in a formal study hall at the MWA or the educational institution, where an MWA staff person or appropriate representative of the educational institution can verify the participant's hours of study as described above.

Unsupervised Study Time

- Must be documented at least every two weeks
- Case file must contain documentation of the educational institution's homework/study time expectations
- Hours entered may not exceed the actual time spent in classroom (seat time)

Total study time hours (supervised plus unsupervised) may not exceed the homework/study time expectations of the educational institution.

Excused Absences and Holidays

Excused absences and holiday policies do not apply to participation in paid work activities. Actual hours reported for paid work activities (*Unsubsidized Employment, Subsidized Employment, and On-the-Job Training*) may include all hours for which an individual was paid, including paid holidays and sick leave.

For participation in unpaid work activities (*JS/JR; WEPs; CSPs; Provision of Childcare Services to Individuals Participating in CSPs; VET; Job Skills Training Directly Related to Employment; Education Directly Related to Employment; and Satisfactory Attendance at a Secondary School or in a Course of Study Leading to a GED*) approved holidays and excused absences may be reported as actual hours. In order to count an excused absence or

holiday as actual hours of participation, the individual must have been scheduled to participate in the activity for the period of absence that the MWA reports as participation time. MWA office closures, other than for holidays listed below, may be counted as an excused absence for the participant.

Excused absences are limited to a maximum of 80 in the preceding 12-month period, no more than 16 of which may occur in a month. The MWA has the discretion to allow additional excused hours; however, they will not count towards federal participation requirements.

The MWA must document the following information in the case record:

- Date of the absence,
- Reason for the absence,
- Approval or denial of the absence,
- Case manager initials or signature, and
- Date of determination.

The following are the approved holidays. A maximum of eight hours per holiday may be counted towards participation requirements.

- New Year's Day
- Martin Luther King Jr. Day
- Memorial Day
- Fourth of July
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Friday after Thanksgiving
- Christmas Eve
- Christmas Day

Example: If a participant is scheduled to participate in a WEP every Monday for four hours, the participant may receive four countable hours of WEP for Labor Day without being required to participate in the WEP that day.

Excused absences and holiday time must be recorded in the appropriate fields in the OSMIS. Technical instructions for the entry of excused absence and holiday hours into the OSMIS can be found in Attachment I of this policy issuance.

Excused absence or holiday hours reported as actual hours in the OSMIS under either JS/JR or VET will be counted towards the durational limits associated with these activities. For example, if the MWA reports three hours of excused absences from JS/JR, those three hours of excused absence time

will be counted towards both the participant's countable JS/JR limit and the participant's countable excused absence limit. Durational limits on JS/JR and VET are detailed in Allowable Activities PI 06-11 and its changes. In order to preserve excused absence hours, the MWA may remove previously granted excused absence hours from OSMIS or may grant excused absence hours but choose not to enter those hours in OSMIS. In these cases, the participant would be excused from attendance and would not be considered a "no show." The MWA must document that the hours were approved, but not applied in OSMIS.

In order to avoid unnecessarily exhausting JS/JR or VET durational limits, the MWA may choose not to enter holiday hours associated with these activities.

Reasons to "remove" or "not enter" excused absence or holiday hours in OSMIS:

- When a participant does not meet federal work participation requirements for the month
- When a participant already has enough hours for the month.

Data Verification

The documentation requirements specified above are used to verify JET program participation in allowable work activities. Documented actual hours are compared with participants' assigned participation requirements to measure the TANF Work Participation Rate. For further information, please refer to BWT PI 08-21 and changes, which describes the TANF data verification [random case file review] process.

Found Ineligible Referrals

Please note the following automated OSMIS procedures regarding individuals who are "found ineligible" by DHS subsequent to being referred.

If an individual is found ineligible for FIP benefits after being referred to the MWA, and the individual has not attended orientation, the OSMIS will set the "Last Day to Attend" in the OSMIS to the date the individual was found ineligible and will inactivate the record. No action is required of the MWA.

If an individual is found ineligible for FIP benefits after being referred to the MWA, and the individual has attended orientation and has not been terminated by the MWA, the OSMIS will review the transaction file for service code 01, 14, 20, 30, 31, 32, 50, 72, or 73 without an End Date. If there is an active service code of 01, 14, 20, 30, 31, 32, 50, 72, or 73, no further action is performed by the system. The MWA should assess these cases and determine whether services should continue to be provided to the individuals.

If there is not an active service code of 01, 14, 20, 30, 31, 32, 50, 72, or 73, the system will terminate the record as "WR_WF_INELIGIBLE."

Action: MWA officials shall take the appropriate actions necessary to implement the directives of this policy issuance. Instructions for the entry of actual hours within the OSMIS can be found in the attachment to this policy issuance.

Inquiries: Questions regarding this policy issuance should be directed to your Welfare Reform state coordinator at (517) 335-5858.

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

Expiration Date: Continuing

LEO:LM:tk
Attachments

ATTACHMENT I

ENTRY OF ACTUAL HOURS INTO THE ONE-STOP MANAGEMENT INFORMATION SYSTEM

Actual Hours can be accessed from either the Enter Activities screen or the Update Activities screen.

Clicking on Enter in the Actual Hours column opens the Enter Actual Hours screen. Here you can enter hours for each week of an activity. The week time period runs from Sunday to Saturday and you cannot enter hours for a given week until today's date is subsequent to Sunday's date of the week you want to enter (see picture below).

Update/View Participant Activities

Access DHS-FSSP

NAME: YES JET	MWA Referral Type: Work First Referral - 1	Current Staff: CENTRAL STAFF DCD ACSET Admin-Grand Rapids
Customer ID: JETYE0818	Client/Recipient ID#: 2072612	Case Number: X2954171A
RP Family Status: (1) Single Parent Family	ERP Status: -	WF Participant Count: 1
Participation Hours: 20 - changed on 02/20/2008	Eligibility Date: 05/01/2008	JSJR Limit: 240 hours
FAP Grant Amount: 562	RP Grant Amount: 403	RAP Grant Amount: 0

Program: Work First
Date Attended Orientation: 03/29/2006

Participation Hours Calendar

To view a calendar of Participation Weeks in each month

Activity	Begin Date	Estim. End Date	End Date	Employer Name	Hours	Service Location	Actual Hours
Work Experience	09/18/2006				50	ACSET Admin-Grand Rapids	Enter
Community Service Programs	09/18/2006				55	ACSET Admin-Grand Rapids	Enter
Job Search and Job	09/02/2006				20	ACSET Admin-Grand Rapids	Enter

To enter Actual Hours

Actual Hours can be recorded for existing and new clients. If you wish to skip a week, you must enter 0 hours for that week.

ATTACHMENT I

Hours for most activities must be entered week-by-week. However, for employment-related service codes 1, 14, 19, 20, 30, and 31, hours can be pre-filled up to 26 weeks into the future from the current date. On the Enter Actual Hours screen, type in the number of hours for this activity, select the beginning week and the ending week and then click Autofill Actual Hours (see picture below).

Enter Actual Hours

Unsubsidized Employment

Access DHS-ESSP		
NAME: YES JET	MVMA Referral Type: Work First Referral - 1	Current Staff: CENTRAL STAFF DCD ACSET Admin-Grand Rapids
Customer ID: JETYED818	Client/Recipient ID#: 2072612	Case Number: X2964171A
FAP Family Status: (1) Single Parent Family	EAP Status: -	WV Participant Count: 1
Participation Hours: 20 - changed on 02/20/2009	Eligibility Date: 05/01/2008	JSJR Limit: 240 hours
FAP Grant Amount: 562	FAP Grant Amount: 403	RAP Grant Amount: 0

Use this section to auto-fill Actual Hours for the given Date Range:

Enter these Actual Hours:

for the inclusive range of weeks starting: Sunday 01/30/2011 ☒

and ending: Sunday 07/31/2011 ☒

Participation Hours Calendar

Use this section to manually enter Actual Hours

Row#	Week Begin Date	Actual Hours	Excused Absence Hours	Holiday Hours	Type of Holiday
1	01/30/2011	<input type="text"/>	N/A	N/A	N/A
2	02/06/2011	<input type="text"/>	N/A	N/A	N/A
3	02/13/2011	<input type="text"/>	N/A	N/A	N/A

ATTACHMENT I

A maximum of 240 hours of JS/JR per preceding 12-month period may be counted towards the participation requirements of single custodial parents with a child under age six, and a maximum of 360 hours of JS/JR may be counted toward the participation requirements of all other individuals. If more than 240/360 hours are entered into the OSMIS, the system will display an error message such as the one below. For an accurate representation of the JS/JR hours that have been applied to the 240/360 limit, please view the participant's Countable Hours Limits History by accessing the Countable Hours Report within the FSSP.

Enter Actual Hours

Job Search and Job Readiness (JSJR)

- Job Search/Job Readiness limit is 240 hours per year. All other hours will not count toward Work Participation.
- If the information you entered is correct, please 'Confirm' to update the registration

Access DHS-FSSP

NAME: YES JET	MWA Referral Type: Work First Referral - 1	Current Staff: CENTRAL STAFF DCD ACSET Admin-Grand Rapids
Customer ID: JETYE0818	Client/Recipient ID#: 2072612	Case Number: X2964171A
RP Family Status: (1) Single Parent Family	ERP Status: -	WF Participant Count: 1
Participation Hours: 20 - changed on 02/20/2009	Eligibility Date: 05/01/2008	JSJR Limit: 240 hours
FAP Grant Amount: 562	RP Grant Amount: 403	RAP Grant Amount: 0

Please note the error message pertaining to entering more than four consecutive weeks of JS/JR will be removed because it is ineffective. The federal regulation which stipulates that only 4 consecutive weeks of JS/JR will be counted toward federal work participation still applies.

ATTACHMENT I

If a participant has exceeded the annual countable JS/JR limit (240/360 hours), additional time spent in this activity may be entered as Other Non-Countable Hours (ONCH) as indicated below.

Enter Actual Hours

Job Search and Job Readiness (JSJR)

Access DHS-FSSP

NAME: YESJET MWA Referral Type: Work First Referral - 1 Current Staff: CENTRAL STAFF DCD
 Customer ID: JETYE0818 Client/Recipient ID#: 2072612 Case Number: X2964171A
 FIP Family Status: (1) Single Parent Family EFIP Status: - WF Participant Count: 1
 Participation Hours: 20 - changed on 02/20/2009 Eligibility Date: 05/01/2008 JS/JR Limit: 240 hours
 FAP Grant Amount: 562 FIP Grant Amount: 403 RAP Grant Amount: 0

Participation Hours Calendar

Use this section to manually enter Actual Hours:

Row#	Week Begin Date	Actual Hours	Excused Absence Hours	Holiday Hours	Type of Holiday	Other Non-Countable Hours
1	12/26/2010				New Year's	20
2	01/02/2011			N/A	N/A	20
3	01/09/2011			N/A	N/A	20
4	01/16/2011				Martin Luther King Jr.	20
5	01/23/2011			N/A	N/A	0

If an individual did not meet the federal work participation requirement for the month, the JS/JR hours may be entered as ONCH as shown below.

Participation Hours Calendar

Use this section to manually enter Actual Hours:

Row#	Week Begin Date	Actual Hours	Excused Absence Hours	Holiday Hours	Type of Holiday	Other Non-Countable Hours
1	12/26/2010	0			New Year's	0
2	01/02/2011	0		N/A	N/A	10
3	01/09/2011	0		N/A	N/A	20
4	01/16/2011	0			Martin Luther King Jr.	20
5	01/23/2011	0		N/A	N/A	20

ATTACHMENT I

If an individual has met their monthly federal participation requirement, (20 hour client = 80 hours for 4 week month/100 hours for 5-week month or 30 hour client = 120 hours for 4-week month/150 hours for 5-week month.) any additional time spent in this activity may be entered as ONCH as indicated below. This hours' management technique will avoid unnecessarily exhausting JS/JR limits (240/360 hours).

Enter Actual Hours

Job Search and Job Readiness (JSJR)

Access DHS-FSSP

NAME: YES JET MWA Referral Type: Work First Referral - 1 Current Staff: CENTRAL STAFF DCD
ACSET Admin-Grand Rapids
Customer ID: JETYE0818 Client/Recipient ID#: 2072612 Case Number: X2864171A
FIP Family Status: (1) Single Parent Family EIP Status: - WF Participant Count: 1
Participation Hours: 20 - changed on 02/20/2009 Eligibility Date: 05/01/2008 JSJR Limit: 240 hours
FAP Grant Amount: 562 FIP Grant Amount: 403 RAP Grant Amount: 0

Participation Hours Calendar

Use this section to manually enter Actual Hours:

Row#	Week Begin Date	Actual Hours	Excused Absence Hours	Holiday Hours	Type of Holiday	Other Non-Countable Hours
1	12/26/2010	0			New Year's	0
2	01/02/2011	20		N/A	N/A	10
3	01/09/2011	20		N/A	N/A	0
4	01/16/2011	20			Martin Luther King Jr.	20
5	01/23/2011	20		N/A	N/A	0

ATTACHMENT I

Community Service and Work Experience have a monthly limit on Actual Hours. If more than the allowable hours are entered, which can vary depending on the participant's FIP grant amount, the system will display an error like the one shown below. Please note the error message will also appear if the FIP grant amount is left blank.

Enter Actual Hours

Community Service Programs

- The number of Actual Hours you specified in Row# 2 (55) would cause the overall number of such hours for 'Work Experience' or 'Community Service Programs' activities of this participation and for the month of January, 2011, to total 55 hours. This would be above the limit of 54 hours per month. All other hours will not count toward Work Participation.
- If the information you entered is correct, please 'Confirm' to update the registration

Access DHS-FSSP

NAME: YES JET MWA Referral Type: Work First Referral - 1 Current Staff: CENTRAL STAFF DCD
ACSET Admin-Grand Rapids
Customer ID: JETYE0818 Client/Recipient ID#: 2072612 Case Number: X2964171A
RP Family Status: (1) Single Parent Family EFIP Status: - WF Participant Count: 1
Participation Hours: 20 - changed on 02/20/2009 Eligibility Date: 05/01/2008 JSJR Limit: 240 hours
FAP Grant Amount: 562 RP Grant Amount: 403 RAP Grant Amount: 0

Participation Hours Calendar

Use this section to manually enter Actual Hours:

Row#	Week Begin Date	Actual Hours	Excused Absence Hours	Holiday Hours	Type of Holiday
1	01/02/2011	0		N/A	N/A
2	01/09/2011	55		N/A	N/A

ATTACHMENT I

If an individual participated in a minimal number of hours of VET in a month, the hours may be entered as ONCH as shown below. This hours' management technique will avoid unnecessarily exhausting the individual's 12-month lifetime limit on VET. However, in order to apply the hours toward the federal work participation requirements, the actual hours should be entered as the non-core activity "Job Skills Directly Related to Employment."

Enter Actual Hours

VET - Condensed Vocational Programs

Access DHS-FSSP		
NAME: YES JET	MWA Referral Type: Work First Referral - 1	Current Staff: CENTRAL STAFF DCD ACSET Admin-Grand Rapids
Customer ID: JETYE0818	Client/Recipient ID#: 2072612	Case Number: X2984171A
FIP Family Status: (1) Single Parent Family	FIP Status: -	WF Participant Count: 1
Participation Hours: 20 - changed on 02/20/2009	Eligibility Date: 05/01/2009	JS/IR Limit: 240 hours
FAP Grant Amount: 552	FIP Grant Amount: 403	RAP Grant Amount: 0

Participation Hours Calendar

Use this section to manually enter Actual Hours.

Row#	Week Begin Date	Actual Hours	Excused Absence Hours	Holiday Hours	Type of Holiday	Other Non-Countable Hours
1	01/02/2011	<input type="text"/>	<input type="text"/>	N/A	N/A	<input type="text"/>
2	01/09/2011	<input type="text"/>	<input type="text"/>	N/A	N/A	<input type="text"/>
3	01/16/2011	<input type="text"/>	<input type="text"/>	<input type="text"/>	Martin Luther King Jr.	<input type="text"/>
4	01/23/2011	<input type="text"/>	<input type="text"/>	N/A	N/A	<input type="text"/>

Please note: If a participant exceeds the 12-month lifetime limit of VET, enter continued participation in the VET activity as actual hours of the non-core activity "Job Skills Directly Related to Employment."

ATTACHMENT I

Excused Absence and Holiday hours are entered into the same screen as other actual hours. When entering **Excused Absences** a maximum of 80 hours in the preceding 12-month period may be entered. No more than 16 hours may be countable in a month (see picture below). If the limits are exceeded, a warning message will be displayed.

Enter Actual Hours

Job Search and Job Readiness (JSJR)

- The number of Excused Absence Hours you specified in Row# 3 would cause the overall number of such hours for the month of January, 2011 across all of this Applicant's Actual Hours records, to total 17 hours. The "Excused Absence" limit is 16 hours per month and all other hours will not count toward Work Participation.
- If the information you entered is correct, please 'Confirm' to update the registration

Access DHS-FSSP

NAME: YES JET MVA Referral Type: Work First Referral - 1 Current Staff: CENTRAL STAFF DCD
 Customer ID: JETYE0818 Client/Recipient ID#: 2072612 ACBET Admin-Grand Rapids
 FIP Family Status: (1) Single Parent Family EFIP Status: - Case Number: X2964171A
 Participation Hours: 20 - changed on 02/20/2009 Eligibility Date: 05/01/2008 WF Participant Count: 1
 FAP Grant Amount: 562 FIP Grant Amount: 0 JSJR Limit: 240 hours
 RAP Grant Amount: 0

Participation Hours Calendar

Use this section to manually enter Actual Hours.

Row#	Week Begin Date	Actual Hours	Excused Absence Hours	Holiday Hours	Type of Holiday	Other Non-Countable Hours
1	12/26/2010	20			New Year's	
2	01/02/2011	20		N/A	N/A	
3	01/09/2011	3	17	N/A	N/A	
4	01/16/2011	20			Martin Luther King Jr.	

There are ten holidays for which a participant may receive credit towards their total countable hours in unpaid work activities. A total of eight hours per holiday can be entered into OSMIS. If the limit is exceed, the system will display an error message such as the one shown below.

- The number of Holiday Hours you specified in Row# 119 (16) exceeds the overall number of holiday hours for the week of 12/26/2010. During that week, the limit is 8 hours due to the New Year's holiday.
- Current transaction can not be completed. Please correct above errors and re-submit request

ATTACHMENT I

Weeks in which actual hours are entered must fall between the Begin Date and the End Date of the activity.

If hours have been entered for an activity and the Start Date is then moved backward, the OSMIS will provide a warning that moving the Begin Date will create new Actual Hours weeks. Click Confirm and the system will create these weeks and enter 0 for the new weeks added.

Confirm Activities

Job Search and Job Readiness Asst.

• Warning: By giving this activity's Start Date a new value, the application will automatically create Actual Hours records with a default value of zero (0) hours for all weeks starting with the week of Sunday 03/30/2008 and up to the week of Sunday 08/24/2008. Please 'Confirm' if you wish to continue with this change anyway.

Access DHS-FSSP		
NAME: YES JET	MWA Referral Type: Work First Referral - 1	Current Staff: CENTRAL STAFF DCD ACSET Admin-Grand Rapids
Customer ID: JETYE0818	Client/Recipient ID#: 61852301	Case Number: X2964171A
FIP Family Status: (1) Single Parent Family	EIP Status: -	WF Participant Count: 1
Participation Hours: 20 - changed on 09/15/2008	Eligibility Date: 04/10/2008	JSJR Limit: 240 hours
FAP Grant Amount: 133	FIP Grant Amount: 403	RAP Grant Amount: 0

If hours have been entered for an activity and the End Date is entered for a date prior to weeks for which hours have already been entered, the system will give a warning message that some weeks with hours will be deleted. The system will delete any hours past the End Date of the activity.

Confirm Activities

Job Search and Job Readiness Asst.

• Warning: By modifying this activity's End Date, the Actual Hours records that had been entered for all weeks starting with the week of Sunday 09/07/2008 and up to the week of Sunday 09/14/2008 will automatically be deleted by the application. Please 'Confirm' if you wish to continue with this change anyway.

Access DHS-FSSP		
NAME: YES JET	MWA Referral Type: Work First Referral - 1	Current Staff: CENTRAL STAFF DCD ACSET Admin-Grand Rapids
Customer ID: JETYE0818	Client/Recipient ID#: 61852301	Case Number: X2964171A
FIP Family Status: (1) Single Parent Family	EIP Status: -	WF Participant Count: 1
Participation Hours: 20 - changed on 09/15/2008	Eligibility Date: 04/10/2008	JSJR Limit: 240 hours
FAP Grant Amount: 133	FIP Grant Amount: 403	RAP Grant Amount: 0

ATTACHMENT I

ONCH may be entered for service codes 13, 21, 50, 72, and 73. The Actual Hours Status Page, accessed within the Update/View Participant Activities screen, has been updated to reflect ONCH entered as shown below.

Actual Hours Status Page

Access DHS-FSSP		
NAME: YES JET	MVA Referral Type: Work First Referral - 1	Current Staff: CENTRAL STAFF DCD ACSET Admin-Grand Rapids
Customer ID: JETYE0818	Client/Recipient ID#: 2072612	Case Number: X2864171A
FIP Family Status: (1) Single Parent Family	ERP Status: -	WF Participant Count: 1
Participation Hours: 20 - changed on 02/20/2009	Eligibility Date: 05/01/2008	JSJR Limit: 240 hours
FAP Grant Amount: 562	FIP Grant Amount: 403	RAP Grant Amount: 0

Region Code: - Date Attended Orientation: 03/29/2006

Participation Hours Calendar

List of Actual Hours for Weeks starting on or after 01/02/2011 and ending on or before 01/23/2011.

Week Begin Date	13	TOTAL
01/02/2011	20	20
01/09/2011	20	20
01/16/2011	20	20
01/23/2011	20	20
TOTAL	80	80

Legend	
Service Code	Description
13	Job Search and Job Readiness (JSJR)

List of **Non-Countable Hours** for Weeks starting on or after 01/02/2011 and ending on or before 01/23/2011.

Week Begin Date	13	TOTAL
01/02/2011	10	10
01/09/2011	0	0
01/16/2011	20	20
01/23/2011	0	0
TOTAL	30	30

Legend	
Service Code - Non-Countable	Description
13	Job Search and Job Readiness (JSJR)

ATTACHMENT II

Documentation Checklist (updated 6/3/11)

REMINDER: *This is to be used in conjunction with BWP/BWT Policy Issuances (PIs), 06-34, and 06-11 and their changes. It is not a stand-alone document and should not be used in lieu of applicable PIs.*

PAID WORK ACTIVITIES**Unsubsidized Employment (excluding self-employment), Subsidized Employment, and On-the-Job Training**

- ☐ Case file contains a pay stub, other official employer record detailing hours of work, or third party verification, such as "TALX," which includes:
- ☐ Participant's name
 - ☐ Participant's actual hours of participation
 - ☐ Name of the employer or supervisor
- OR.
- ☐ Case file contains a dated, written statement from the employer or documentation of a phone contact with the employer documenting hours that have ALREADY been performed which includes:
- ☐ Participant's name
 - ☐ Participant's actual hours of participation
 - ☐ Name of the employer or supervisor
 - ☐ Name and contact information of the individual providing the information
- In addition, for phone verification the case file contains:*
- ☐ Time and date of the call
 - ☐ Name and contact information of the MWA staff making the phone call
- If Hours are projected, case file contains documentation of the average weekly hours based on:
- ☐ A documented contact with the employer which meets the requirements above.
- OR,
- ☐ A minimum of two consecutive pay periods via pay stubs, other official employer records detailing hours of work, or third party verification services, such as "TALX," which meet the requirements above
 - ☐ Employment re-verified at 180 days, if applicable

Self-Employment

- ☐ Case file contains documentation of the participant's monthly net sales based on personal checks, business receipts, invoices, or accounting records
- ☐ The following formulas were used to determine self-employment hours:
- Monthly net business sales (gross revenues - expenses) divided by the federal minimum wage = Monthly Actual Hours
- Monthly Actual Hours divided by number of weeks in month = average Weekly Actual Hours
- If Hours are projected:
- ☐ Case file contains documentation of tax or income records for one month, which meet the requirements listed above
 - ☐ Employment re-verified at 180 days, if applicable

ATTACHMENT II

EXCUSED ABSENCES

- ☐ Case file contains documentation which includes:
 - ☐ Date of the absence
 - ☐ Reason for the absence
 - ☐ Approval or denial of excused absence
 - ☐ Case manager initials or signature and date of determination

JOB SEARCH/JOB READINESS*Conducted at the Service Center*

- ☐ Documented at least every two weeks
- ☐ Case file contains an activity log or sign in/out sheet which includes:
 - ☐ Participant's name and signature
 - ☐ **Actual Hours** and dates of participation
 - ☐ Name, signature, and contact information of the MWA staff overseeing the activity

Conducted Outside the Service Center

- ☐ Documented at least every two weeks
- ☐ Case file contains a daily timesheet or activity log which includes:
 - ☐ Participant's name and signature
 - ☐ Name & location of the employer visited or contacted via phone, fax, or internet
 - ☐ Name and contact information of the individual who received the employment application or who handled the job search contact. If contact was made via internet, the website address was provided
 - ☐ Name, signature, and contact information of the MWA staff overseeing the activity
 - ☐ **Actual time spent** engaged in making contacts
- ☐ If Job Readiness activity involves substance abuse treatment, mental health treatment, or rehabilitation, the case file contains a statement of need from a qualified medical, substance abuse, or mental health professional

UNPAID WORK ACTIVITIES**Work Experience Program and Community Service Program (CSP)**

- ☐ Documented at least every two weeks
- ☐ Case file contains a timesheet, activity log, or attendance report which includes:
 - ☐ Participant's name
 - ☐ Actual hours and dates of participation
 - ☐ Name of the work site supervisor
 - ☐ Name, signature, and contact information of the individual verifying the information

Providing Childcare Services to an Individual who is Participating in a CSP

- ☐ Documented at least every two weeks
- ☐ Case file contains a timesheet which includes:
 - ☐ Name of participant providing the childcare service
 - ☐ Actual hours and dates of participation
 - ☐ Name & signature of the participant who is assigned to the CSP
 - ☐ Name, signature, and contact information of the MWA staff overseeing the activity

ATTACHMENT II

EDUCATIONAL ACTIVITIES

Vocational Educational Training, Job Skills Training Directly Related to Employment, Education Directly Related to Employment, and Satisfactory Attendance at a Secondary School or in a Course of Study Leading to a Certificate of General Equivalence*Performed at an Educational Institution*

- ☐ Documented at least every two weeks
- ☐ Case file contains an attendance record, timesheet, or sign in/out sheet which includes:
 - ☐ Participant's name
 - ☐ Actual hours and dates of participation
 - ☐ Name of educational provider
 - ☐ Name, signature, and contact information of the individual verifying the information

Performed Through Distance Learning

- ☐ Documented at least every two weeks
- ☐ Case file contains documentation from the educational institution explaining how hours of participation are monitored
 - ☐ Case file contains a written statement from the MWA approving the method for monitoring hours
- ☐ Case file contains documentation from the institution stating the total hours that are required or advised for completion of the program
 - ☐ Total hours entered do not exceed the hours required or advised by the institution
- ☐ Case file contains a timesheet, sign in/out sheet, or computer log in/log out which includes:
 - ☐ Participant's name
 - ☐ Actual hours and dates of participation
 - ☐ Name of educational provider or other service provider
 - ☐ Name, signature, and contact information of the individual verifying the information

Study Time*Supervised Study Time*

- ☐ Documented at least every two weeks
- ☐ Case file contains documentation of the educational institution's homework/study time expectations
- ☐ Total study time hours entered (supervised plus unsupervised) do not exceed the homework/study time expectations of the educational institution
- ☐ Case file contains a time sheet or sign in/out sheet which includes:
 - ☐ Participant's name
 - ☐ Actual hours and dates of participation
 - ☐ Name of educational provider or other service provider
 - ☐ Name, signature, and contact information of the individual verifying the information

Unsupervised Study Time

- ☐ Documented at least every two weeks
- ☐ Case file contains documentation of the educational institution's homework/study time expectations
- ☐ Hours entered do not exceed the actual time spent in classroom (seat time)
- ☐ Total study time hours entered (supervised plus unsupervised) do not exceed the homework/study time expectations of the educational institution

ATTACHMENT III

WELFARE REFORM SERVICE CODES

Service Code	Activity	Core/Non-Core	Actual Hours
1	Unsubsidized Employment	Core	Up to 26 Weeks in Future
13	Job Search and Job Readiness (JS/JR)	Core	Current Week
14	On-the-Job Training	Core	Up to 26 Weeks in Future
17	Work Experience	Core	Current Week
19	Unsub Employment Part-Time	Core	Up to 26 Weeks in Future
20	Unsub Employment Prior to Referral	Core	Up to 26 Weeks in Future
21	JS/JR-Sub Abuse Trtmt, Mntl Hlth Trtmt, Rehab Act	Core	Up to 26 Weeks in Future
29	NWLB Waiting for Training	Core	Current Week
30	Subsidized Private Sector Employment	N/A	N/A
31	Subsidized Public Sector Employment	Core	Up to 26 Weeks in Future
32	Job Skills Training Directly Related to Employment	Core	Up to 26 Weeks in Future
33	Community Service Programs	Non-Core	Current Week
35	Education Directly Related to Employment	Core	Current Week
37	Providing Child Care for CSP Participant	Non-Core	Current Week
50	VET-Vocational Occupational Training	Core	Current Week
51	High School Completion	Core	Current Week
52	General Equivalency Diploma	Non-Core	Current Week
72	VET-Condensed Vocational Programs	Non-Core	Current Week
73	VET-Internships, Practicums & Clinicals	Non-Core	Current Week
75	Medical Inactive - 30 days or less	Non-Core	Current Week
80	Pending Deferral Determination	Core	Current Week
81	Assigned to Triage	Core	Current Week
86	Waiting for MRS Consultation	N/A	Current Week
87	MRS Activity Other	N/A	N/A
88	Non-Participating Parent - 2 Parent	N/A	N/A

Exhibit I, Attachment VII

JENNIFER M. GRANHOLM
GOVERNORSTATE OF MICHIGAN
DEPARTMENT OF ENERGY, LABOR & ECONOMIC GROWTH
LANSINGANDREW S. LEVIN
ACTING DIRECTOROFFICIAL

E-mailed 09/28/10 (tk)

Bureau of Workforce Transformation (BWT)
Policy Issuance (PI) No: 10-13

Date: September 28, 2010

To: Michigan Works! Agency (MWA) Directors, Local Workforce Development Boards (WDBs), and Local Grant Recipients

From: Liza Estlund Olson, Director, Bureau of Workforce Transformation
SIGNED

Subject: Grievance and Complaint Policy

Programs Affected: Workforce Investment Act (WIA), Temporary Assistance for Needy Families (TANF), Food Assistance Employment and Training (FAE&T), Reed Act, Trade Act (except requests for redeterminations), and State of Michigan General Fund/General Purpose (GF/GP) Funded Programs Administered by the Michigan Department of Energy, Labor & Economic Growth (DELEG)/BWT

Rescissions: BWP PI 06-03, issued July 26, 2006

References: WIA Sections 116(a)(5) and 181(c)
WIA Regulations, 20 CFR 667.600 and 20 CFR 667.645(a and b)
Personal Responsibility and Work Opportunity Reconciliation Act (PRWORA) of 1996 P.L. 104-193
TANF Regulation, 45 CFR 261.70
Food Stamp Act of 1977

Background: This policy issuance sets forth the procedures that shall govern local and state-level *grievances* and complaints in accordance with the prescribed programs. Specifically, this policy establishes a process for grievances filed by participants, subgrantees, subcontractors, *service providers*, employees, One-Stop partners, providers of training services, and other interested parties.

DELEG is an equal opportunity employer/program.
Auxiliary aids, services and other reasonable accommodations are available upon request to individuals with disabilities.

BUREAU OF WORKFORCE TRANSFORMATION
VICTOR OFFICE CENTER • 201 N. WASHINGTON SQUARE, 5TH FLOOR • LANSING, MICHIGAN 48913
www.michigan.gov/dleg • (517) 335-5858 • TTY 1-888-605-6722

This policy also establishes a process for appeals filed by *local grant recipients* to the DELEG/Office of Audit & Financial Compliance (AFC) regarding monitoring findings, incident report findings, single audit resolution findings/issues, and other matters.

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

I. Definitions

Appellant: the party that files the appeal to BWT and the U.S. Department of Labor (USDOL).

Days: means consecutive calendar days, including weekends and holidays.

Grievance: a written complaint filed in accordance with this Policy.

Local Grant Recipient: entities that expend awards received directly from the DELEG/BWT to carry out a program or programs.

Interested Parties: includes subgrantees, subcontractors, service providers, employees, One-Stop partners, providers of training services, and other relevant parties.

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.

Petitioner: the party that files the grievance.

Respondent: the party who argues against the petitioner or appellant.

Service Providers: subrecipients or entities that expend awards received from a local grant recipient or Administrative Entity (AE) to carry out a program or programs.

II. General Requirements

Local Grievance Policy: Local grant recipients are responsible for developing, maintaining, and making available to participants, and other interested parties, a grievance procedure, consistent with this policy, which involves WIA, TANF, FAE&T, Reed Act, Trade Act (except requests for redeterminations), and State of Michigan GF/GP programs administered by the DELEG/BWT. In addition, these parties shall sign and date documentation acknowledging receipt of and agreement to follow the procedure for grievances. The documentation shall be maintained for review.

Accessibility: Generally, all processes prescribed in this policy must be accessible to persons with disabilities or other barriers, as required by law.

Posting: 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.

Monitoring/Tracking: A monitoring/tracking system must be maintained to document the grievances received and their disposition. The local grant recipient is responsible for maintaining these records for review for a period of **three years**. The retention period begins on the date of the DELEG'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.

Language Barriers: Pursuant to 29 CFR 37.35, where a significant number or proportion of limited English-speaking individuals exist, the local grant recipients are 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.

Informal Resolution: The local grant recipient is responsible for making available to participants and interested parties, an opportunity to resolve complaints informally before they become grievances.

III. Grievance Procedures

Step 1: Local Level Grievance Procedures

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

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

- a. The full name, address, and telephone number of the party/parties filing the grievance.
- b. The full name, address, and telephone number of 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.
- e. The relief requested.

Exhibit I, Attachment VII

Rejection: The grievance may be rejected by the AE of the WDB if:

- 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.**

The AE of the WDB will inform the petitioner and respondent 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 DELEG/BWT.

Hearing: A hearing on a local level grievance **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. For WIA-related grievances, a local level hearing **shall** be conducted. A local level hearing is not required if the grievance is **resolved** prior to the hearing date or the petitioner **withdraws** the grievance.

Notice: If a hearing is to be conducted, the AE of the WDB must provide written **notice** to the petitioner and respondent. The notice shall include the date, time, and place of the hearing and a description of the hearing process (e.g. opportunity to present evidence, ask questions, etc.). The notice of the hearing shall indicate the issues to be decided. Notice shall be given not less than **10 days** prior to the scheduled hearing date.

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.
- e. A list of all evidentiary exhibits presented at the hearing.

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

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

- a. Date, time, and place of 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.

- g. A determination of the facts.
- h. An analysis of the issues as they relate to the facts.
- i. A decision addressing each issue.

Appeal: 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 DELEG/BWT.

Step 2: State Level Review of a Local Level Decision

Appeal: A local level grievance decision may be appealed. The appeal **shall** be in writing to the DELEG/BWT. The appeal **shall** be filed no later than **10 days** from receipt of an adverse decision at Step 1, or **10 days** from the date a decision was due (i.e. 60 days from filing of the grievance) but not issued at Step 1.

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

Mr. Gary Clark, Director
Accelerating Employment Division
Bureau of Workforce Transformation
Michigan Department of Energy, Labor & Economic Growth
Victor Office Building
201 N. Washington Square, 5th Floor
Lansing, MI 48913

Appeal Criteria: All appeals shall contain, to the extent practicable, 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.

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

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

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

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

DELEG/BWT Action: BWT will consider the appeal and may:

- a. **Reject** the hearing and make a final determination.
- b. Allow **waiver** of the hearing and make a final determination.
- c. Schedule a **hearing** and make a final determination.

Hearing: For an appeal of a WIA related local level decision, an **opportunity** for a hearing must be provided. However, a hearing will **not** be held under certain circumstances, as prescribed in this policy issuance.

Final Determination: In all cases, a final determination must be made within **60** days of the receipt of the appeal.

1. DELEG/BWT Action

a) Rejection of the Hearing

A grievance may be rejected on appeal, without a hearing, if it is determined that:

- It lacks merit.
- It fails to state a **grievable issue**.
- There is **no relief** that can be granted.
- If the appellant fails to comply with the applicable **procedures** prescribed in this policy (e.g. the **10 day filing requirement**, among other provisions).

b) Waiver of the Hearing

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

c) Hearing

Hearing Notice: A hearing **may** be conducted on the appeal. If a hearing is to be conducted, the appellant and the party against whom the grievance is made will be provided written notice of the date, time, and place of the scheduled hearing 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.

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

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 PI) 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.

2. Final Determination & Appeal to USDOL

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

- a. Date, time and place of hearing (if held).
- 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.
- g. A determination of the facts.
- h. An analysis of the issues as they relate to the facts.
- i. A decision addressing each issue.

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

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

A copy of the appeal must be simultaneously provided to:

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

And

Mr. Gary Clark, Director
Accelerating Employment Division
Bureau of Workforce Transformation
Michigan Department of Energy, Labor & Economic Growth
Victor Office Building
201 N. Washington Square, 5th Floor
Lansing, MI 48913

IV. State Level Review of a Local Grant Recipient Appeal

- A. Local grant recipients may appeal 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 DELEG/AFC.

Other interested parties cannot appeal monitoring findings, incident report findings, single audit resolution findings/issues, etc. (which are issued by DELEG/AFC) directly to DELEG/AFC. To the extent that interested parties are affected by a DELEG/AFC decision regarding monitoring findings, incident report findings, single audit resolution findings/issues, etc., the interested parties must first file a grievance at the local level (see Step 1: Local Level Grievance Procedures).

- B. All appeals shall be submitted to:

Mr. Allen Williams, Director
Office of Audit & Financial Compliance
Michigan Department of Energy, Labor & Economic Growth
General Office Building – 1st Floor, A-Wing
7150 Harris Drive
Lansing, Michigan 48913

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

1. The full name, address, and telephone number of the party/parties filing the appeal.

2. The full name, address, and telephone number (if any) of the party/parties against whom the appeal is made.
 3. A clear and concise statement of the facts, as alleged, including the pertinent dates, constituting the alleged violation.
 4. The provision of the act, regulations, grant, contract, or other agreements under the act believed to have been violated.
 5. The relief requested.
- D. Any appeal of USDOL monitoring findings shall only be reviewed for compliance with USDOL requirements. A record shall be created to forward to USDOL, if applicable.
- E. The DELEG/AFC may conduct a hearing on an appeal within **30 calendar days** of the filing of the appeal. The appellant and the party against whom the appeal is made will be provided written notice of the date, time, and place of the scheduled hearing date and of the opportunity to present evidence, including witnesses. The notice of the hearing shall indicate the issues to be decided. Notice shall be given not less than **10 calendar days** prior to the scheduled hearing date.

For an appeal of a WIA related local level decision, an opportunity for a hearing must be provided. However, a hearing will not be held if the WIA related appeal involves a non-grievable issue.

- F. If a hearing on an appeal is to be held, it shall be conducted within **30 calendar days** of the filing of the appeal. A hearing is not required at this step if the appellant withdraws the appeal.
- G. At a minimum, the hearing process shall include:
1. A hearing officer.
 2. An opportunity for each party to present witnesses (subpoenas are not authorized under this policy) and evidence.
 3. An opportunity for each party to ask questions of all witnesses providing testimony at the hearing.
 4. 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.

- H. A written decision shall be issued not later than **60 calendar days** after the filing of the appeal. The decision shall include the following:
1. Date, time, and place of hearing.
 2. Name and address of the appellant.

3. Name and address of the party against whom the appeal is made.
4. Names and addresses of all witnesses called by the parties.
5. Information sufficient to identify all evidence presented.
6. A reiteration of the issues raised.
7. A determination of the facts.
8. An analysis of the issues as they relate to the facts.
9. A decision addressing each issue.

V. Appeals Related to Designation as a Local Workforce Investment Area

In accordance with Section 116(a)(5) of the WIA and 20 CFR 667.645(a) and (b):

- A. Appeals of denial of automatic or temporary and subsequent designation as a local workforce investment area may be filed with the Council for Labor and Economic Growth (CLEG). Appeals must be filed by certified mail, return receipt requested, to the Michigan Department of Energy, Labor & Economic Growth, Council for Labor & Economic Growth, Victor Office Center, 201 N. Washington Square, Suite 150, Lansing, MI 48913.
- B. If the appeal to the CLEG does not result in designation as a local workforce investment area, the appellant may request a review by the Secretary of USDOL. Appeals must be filed no later than 30 days after receipt of written notification of the denial from the State Board, and must be submitted by certified mail, return receipt requested, to the Secretary, U.S. Department of Labor, Washington, DC 20210, Attention: ASET. A copy of the appeal must be simultaneously provided to the CLEG.

VI. Special Provisions

Parties involved in a grievance procedure should take note of the following:

- A. **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 DELEG/BWT.
- B. **Criminal Conduct:** Known or suspected fraud, abuse, or criminal conduct under the WIA shall be reported in accordance with the incident report guidelines issued by the DELEG.
- C. **TANF Displacement:** Pursuant to the PRWORA Regulation 45 CFR 261.70, a grievance may be filed by an affected individual if a recipient

Exhibit I, Attachment VII

of TANF is placed in a position (1) when any other individual is on layoff from the same or any substantially equivalent job or (2) if the employer has terminated the employment of any regular employee or otherwise caused an involuntary reduction of its workforce in order to fill the vacancy so created with an adult receiving TANF assistance. In this situation, either party to the grievance, the TANF recipient, or the displaced employee, may appeal the decision rendered by the AE of the WDB to the DELEG/BWT.

- D. **WIA Displacement:** Pursuant to WIA Regulation 20 CFR 667.270(d), a grievance may be filed by a regular employee displaced by a WIA participant who is placed in an employment activity operated with WIA funds. Also, a grievance may be filed by a WIA participant in an employment activity if the participant is displaced.
- E. **Binding Arbitration/Collective Bargaining:** In accordance with 20 CFR 667.600(c)(3) of the WIA regulations, local grant recipient grievance procedures must provide WIA participants a process, which allows an individual alleging a labor standards violation to submit the grievance to a binding arbitration procedure, if a collective bargaining agreement covering the parties to the grievance so provides.
- F. **Jurisdiction:** Depending on the nature of the grievance, TANF and FAE&T program applicant and recipient grievances shall be handled in accordance with the local grant recipient or the Michigan Department of Human Services (DHS) or other applicable procedures. For example, grievances regarding sanctioning or food stamp benefits will be handled by DHS, while grievances regarding programs administered by the local grant recipient will be handled by the AE of the WDB.
- G. **Wagner-Peyser:** Grievances involving 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 farm worker complaints, and other possible violations of general labor laws.

Action: Effective immediately, local grant recipients and/or AEs of the WDBs shall establish and maintain written grievance procedures in accordance with this PI.

Inquiries: Questions regarding this PI may be directed to the DELEG/BWT at 517/335-5858.

Exhibit I, Attachment VII

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.

Expiration: Continuing
LEO:JD:tk

NEW THIS YEAR 1400

**TWW Employment Solutions
Jobs, Education & Training (JET)**

FY 2012

	100	200	250	350	450	600	775	900	1050	1150	1300	1400
1. ENROLLMENTS	100	200	250	350	450	600	775	900	1050	1150	1300	1400
2. PARTICIPANT JOB ENTRIES	20	50	75	100	175	225	250	300	375	425	525	700
3. PARTICIPANT EMPLOYMENT (180 DAY RETENTION)							10	25	37	50	88	112
4. TERMINATIONS	10	30	88	130	180	225	260	285	305	330	350	380
a. CASE CLOSURE (INCOME)	0	2	8	20	40	80	90	100	110	120	130	140
b. OTHER/NON-COMPLIANCE	10	28	80	110	140	155	170	185	195	210	220	240

FY 2013

	2016	2017	2018	2019	2020	2021	2022
1. ENROLLMENTS	1,400	1,400	1,400	1,400	1,400	1,400	1,400
2. PARTICIPANT JOB ENTRIES	700	700	700	700	700	700	700
3. PARTICIPANT EMPLOYMENT (180 DAY RETENTION)	115	150	166	212	262	350	
4. TERMINATION	400	460	520	580	640	700	
a. CASE CLOSURE (INCOME)	150	170	198	210	230	250	
b. OTHER/NON-COMPLIANCE	250	290	336	370	410	450	

July 15, 2011

BUDGET SUMMARY

CONTRACTOR NAME TWW Employment Solutions 151 W. Fort St. Detroit, Michigan 48226
FUNDING SOURCE: JET - TANF

CURRENT BUDGET

BUDGET COST CATEGORY	JET-TANF	TOTAL
Direct Client Services:		
Work Subsidies		
Education & Training Activities		
Other Work Activities	966,789	966,789
Information Technology	83,101	83,101
TOTAL	1,049,890	1,049,890

PLANNED EXPENDITURES BY ACTIVITY

BUDGET COST CATEGORY	QUARTER ENDING			
	Dec-10	Mar-11	Jun-11	Sep-11
Direct Client Services:				
Work Subsidies				
Education & Training Activities				
Other Work Activities	241,697	483,395	725,092	966,789
Information Technology	20,775	41,551	62,326	83,101
TOTAL	262,473	524,945	787,418	1,049,890

EXHIBIT II B
PAGE 1 OF 1

TANF Master Budget

	<u>11-12 Direct Client Work Subsidies</u>	<u>11-12 Direct Client Educ. & Train.</u>	<u>11-12 Other Work Activities</u>	<u>11-12 Info Tech & Computer</u>	<u>TOTAL</u>
<u>Salary/Wage</u>			387,078	73,466	460,544
<u>Fringe Benefits</u>			75,368	7,770	83,138
<u>Facility Costs</u>			398,644	-	398,644
<u>Travel Expenses</u>			11,606	-	11,606
<u>Insurance</u>			18,660	-	18,660
<u>Equipment</u>			18,562	-	18,562
<u>Other Program Expenses</u>			56,871	1,865	58,736
Program Cost			966,789	83,101	1,049,890
Contract Cost			966,789	83,101	1,049,890

FY 2012

DETERMINATION OF REASONABLENESS OF COST

NAME OF CONTRACTOR	<u>TWW & Associates, Inc.</u>
AMOUNT OF CONTRACT	<u>\$1,049,890</u>
PROGRAM AREA	<u>Job Search/Job Placement</u>
COST PER ENROLLMENT	<u>\$750.00 (\$1,049,890/1400) Participants</u>
WAGE RATE AT PLACEMENT	<u>\$8.00 per hour</u>
COMPARABLE COSTS	
NAME OF CONTRACTOR	<u>Wayne State University</u>
COST PER ENROLLMENT	<u>\$1,305.00 (\$1,109,145/850) Participants</u>
SOLICITATION METHOD	<u>RFP</u>
NEGOTIATED LINE-ITEM BUDGET	<u>YES</u>
PLAN COST PER ENROLLMENT	<u>\$750.00 (\$1,049,890.00/1400) Participants</u>
PLAN COST PER PLACEMENT	<u>\$1,500 (\$1,049,890.00/700) Participants</u>
ACTUAL COST PER ENROLLMENT (PREVIOUS YEAR)	<u>\$628 (\$1,249,875/1,991) Participants</u>
ACTUAL COST PER PLACEMENT (PREVIOUS YEAR)	<u>\$2,281 (\$1,249,875/548) Participants</u>
OTHER FACTORS	
Quality of Proposal Good	<u>YES</u>
Quality of Past Programs Good	<u>YES</u>
Excessive Withholding	<u>10%</u>

PROGRAM INCOME GUIDELINES

POLICY: A. Definition of Program Income

Program income is income received by a recipient or subrecipient that has been directly generated by a grant or subgrant supported activity, or earned only as a result of a grant or subgrant activity. Program income includes:

1. Income from fees for services performed and from conferences;
2. Income from the use or rental of real or personal property acquired with grant or subgrant funds;
3. Income from the sale of commodities or items fabricated under a grant or subgrant;
4. Revenues earned by a governmental or nonprofit service provider under either a fixed-price or reimbursable award that are in excess of the actual costs incurred in providing the services; and
5. Interest income earned on advances of grant and subgrant funds.

B. Exclusions from Program Income

The following is excluded from the definition of program income:

1. Rebates, credits, discounts, refunds, etc., or interest earned on any of these. These transactions shall be credited in accordance with cost principles and allowable costs stipulated in the regulations;
2. Taxes, special assessments, levies, fines, and other such governmental revenues raised by a recipient or subrecipient; or
3. Income from royalties and license fees for copyrighted material, patents, patent applications, trademarks, and inventions developed by a recipient or subrecipient.

C. Treatment of Property Proceeds

Proceeds from the sale of JTPA or WIA property shall be handled in accordance with the regulations and applicable Department of Licensing and Regulatory Affairs (LARA)

D. Deduction for Cost of Generating Program Income

Costs that are incidental to the generation of program income may be deducted from gross program income to determine net program income unless they have already been charged to a grant or subgrant.

E. Use of Program Income During the Funding Period

Earned program income must be added to the grant funds committed to the particular grant or subgrant under which it was earned and used for grant purposes under the terms and conditions applicable to the grant. Classification of costs and the administrative cost limitations shall apply to such funds.

Program income shall be used prior to the submission of the final report for the funding period of the program year in which the program income was earned.

Cash proceeds from earned program income must be used immediately for whatever grant disbursement needs exist.

If program income cannot be used by a recipient or subrecipient under the stipulations and time constraints imposed by this policy issuance shall be returned to Department of Licensing and Regulatory Affairs with the annual settlement/closeout report for the grant under which the program income was earned.

F. Use of Program and Other Income After the Funding Period

Rental Income and user fees on real and personal property acquired with JTPA or WIA funds shall continue to be treated as grant program income in subsequent funding periods.

The Program Income Guidelines are subject to WIA final regulations.

Jobs Education and Training (JET) - TANF

Expenditure Report

Detroit Workforce Development Department

707 W. Milwaukee

Detroit, Michigan 48202

IDENTIFICATION

Agency Name:

Address:

City:

State:

Zip Code:

Fund Source	3. Invoice Number		4. Federal I.D. #	5a. CPO Number	5b. SPO Number
Report Period from:	7. Report Quarter <input type="checkbox"/> October-December <input type="checkbox"/> January-March <input type="checkbox"/> April-June <input type="checkbox"/> July-September		8. Report Type <input type="checkbox"/> Original <input type="checkbox"/> Revised	9. Contact Person	
				10. Phone Number	

GRANT EXPENDITURES

(1) COST CATEGORIES	(2) Budget	(3) Expended This Period	(4) Cumulative Expended
Direct Client Services			
Subsidies			
Education and Training Activities			
Other Work Activities			
Supportive Services			
Information Technology/Computerization			
Total Expenditures			

PROGRAM INCOME	This Period	Year-To-Date
Program Income Earned		
Program Income Expended		

INTEREST INCOME		
Interest Earned		
Interest Retained		
Interest Remitted		

REMARKS

DECLARATION

I, the undersigned, declare that the information provided is true and accurate.

Signature:

Printed Name and Title:	Date:
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**DETROIT WORKFORCE DEVELOPMENT DEPARTMENT
JOBS, EDUCATION & TRAINING (JET)
EMPLOYMENT VERIFICATION**

FISCAL YEAR: _____

EMPLOYER: You are requested to provide the following employment data for each employee who participated in a training and/or job placement program funded through the City of Detroit's Workforce Development Department. Your assistance is appreciated. Thank you.

I. Employment Information

A. Employer's Name: _____

B. Employer's Address: _____

C. Employee's Name: _____

D. Identification # _____ E. Employee's Home Phone: _____

F. Family/Job, Employment & Training Status: (Check One)

(1) _____ Single Parent Family

(2) _____ Two Parent Family, Spouse a Job, Employment & Training Participant

(3) _____ Two Parent Family, Spouse not a Job, Employment & Training Participant

G. Job Title: _____ H. Date Hired: _____

I. Date Terminated (or Current Status): _____

J. Reason for Separation (If Applicable): _____

K. Job Retention:

Has Employee Worked for at Least 90 Calendar Days? _____ Yes _____ No

L. Hours/Weeks: Has employee been compensated for at least 90 calendar days and for at least: (Check One)

* 25 Hours/Week, if (1) or (2) under (F), above is checked _____ Yes _____ No

* 35 Hours/Week, if (3) under (F), above is checked _____ Yes _____ No

M. Hourly Wage Rate (Excluding Fringe Benefits):

Starting \$ _____ After 90 Calendar Days \$ _____

N. I certify that the above stated information is true and correct to the best of my knowledge.

1. Employer's Authorized Representative's Signature: _____

2. Printed Name and Title: _____

3. Telephone Number: _____ 4. Date: _____

II. Training Information: A. Contract No.: _____ B. Invoice No.: _____

C. Name of Training Provider: _____

D. Course Title: _____

E. Contractor Approval: the above was verified and approved by Contractor's Authorized representative:

Signature Date

F. _____
Typed or Printed Name and Title Telephone Number

NOTE: This form is not to be altered.

TWW Employment Solutions, LLC.
JET Program Organizational Chart 2011-2012

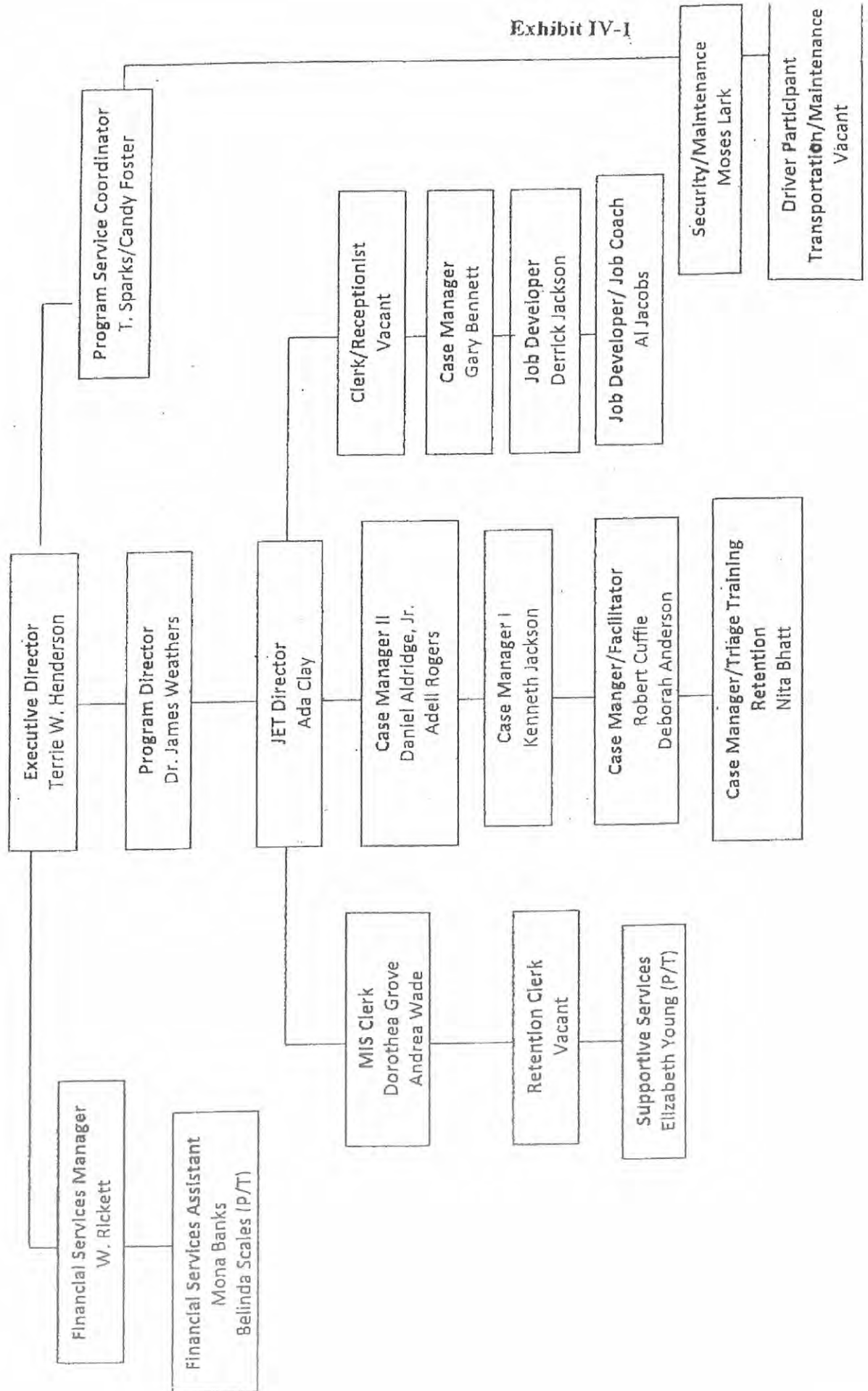


Exhibit IV-1

STAFF LISTSTAFF ASSIGNED TO : TWW Employment Solutions

JET Program

<u>STAFF MEMBER'S NAME</u>	<u>TITLE</u>	<u>% TIME ON CONTRACT</u>
<u>Terrie Henderson</u>	<u>Executive Director</u>	<u>100%</u>
<u>James Weathers</u>	<u>Program Director</u>	<u>100%</u>
<u>Ada Clay</u>	<u>Program Manager</u>	<u>100%</u>
<u>Dan Aldridge</u>	<u>Case Manager</u>	<u>100%</u>
<u>Nita Bhatt</u>	<u>Case Manager/Triage</u>	<u>100%</u>
<u>Karen Clark</u>	<u>Receptions</u>	<u>100%</u>
<u>Robert Cuffie</u>	<u>Case Manager</u>	<u>100%</u>
<u>Kenneth Jackson</u>	<u>Case Manager</u>	<u>100%</u>
<u>Albert Jacobs</u>	<u>Job Developer</u>	<u>100%</u>
<u>Adell Rogers</u>	<u>Case Manager</u>	<u>100%</u>
<u>Elizabeth Young</u>	<u>Supportive Services</u>	<u>100%</u>
<u>Gary Bennett</u>	<u>Case Manager</u>	<u>100%</u>
<u>Adrea Wade</u>	<u>MIS</u>	<u>100%</u>
<u>Dorothes Grove</u>	<u>MIS</u>	<u>100%</u>

Any changes in the staff assignments, or percentages of time allocated to this Contract must be reported in writing to the Grant Recipient within five (5) working days of such change.

*Part-time indicate number of hours and rate per hour.

STAFF LIST

STAFF ASSIGNED TO: TWW Employment Solutions

Jet Program

<u>STAFF MEMBER'S NAME</u>	<u>TITLE</u>	<u>% TIME ON CONTRACT</u>
<u>Kim Jones</u>	<u>MIS</u>	<u>100%</u>
<u>Theresa Sparks/Candy Foster</u>	<u>Coordinator</u>	<u>100%</u>
<u>Deborah Anderson</u>	<u>Job Developer</u>	<u>100%</u>
<u>Derrick Jackson</u>	<u>Job Developer</u>	<u>100%</u>
<u>Moses Lark</u>	<u>Security/Maintenance</u>	<u>100%</u>
<u>Vacant</u>	<u>Driver/Maintenance</u>	<u>100%</u>
<u>Mona Banks</u>	<u>Fiscal</u>	<u>100%</u>
<u>Wendy Rickett</u>	<u>Fiscal Manager</u>	<u>100%</u>
<u>Belinda Scales</u>	<u>Fiscal</u>	<u>50%</u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
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Any changes in the staff assignments, or percentages of time allocated to this Contract must be reported in writing to the Grant Recipient within five (5) working days of such change.

*Part-time indicate number of hours and rate per hour.

EQUIPMENT INVENTORY REQUIREMENTS

The Contractor is responsible for the maintenance of a property inventory of all equipment purchased including software in whole or in part with funds provided by the Detroit Workforce Development Department. 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 the Detroit Workforce Development Department. The Contractor will, on an annual basis, physically verify the equipment inventory and submit an Inventory Certificate and a Certified Contractor Inventory form listing all such equipment to the Detroit Workforce Development Department 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

The Certified Contractor Inventory form shall be sent to:

Contract Administration Program
Detroit Workforce Development Department
707 W. Milwaukee
Detroit, MI 48202

For all new equipment purchases including software with a unit (non-disposable) cost of \$1.00 or more, the Contractor 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 the Detroit Workforce Development Department. These assets must be accounted for and properly maintained. No equipment may be moved outside of 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 Detroit, Workforce Development Department. No item having a per unit acquisition cost of \$5,000 or more shall be disposed of without the written approval of the Department of Licensing and Regulatory Affairs as well as the Detroit Workforce Development Department.

ASSURANCESCONTRACTOR AGREEMENT

The Contractor herewith acknowledges that in contracting with the City of Detroit to provide services as called for herein, it does not alter the Contractor's status as an independent contractor; and herewith agrees to abide by all City, State and Federal assurances and policies.

The Contractor will not discriminate against any employee, applicant for employment, or applicant for services provided by any Department of Licensing and Regulatory Affairs funds because of Race, Religion, Color, National Origin, Sex, Age, Height, Weight, Marital Status, Handicap, Arrest Without Conviction, or other categories or groups protected by the law. The Contractor will take affirmative action to ensure that applicants receive services, that applicants are employed and that employees are treated during employment without regard to Race, Religion, Color, National Origin, Sex, Age, Height, Weight, Marital Status, Handicap Arrest Without Conviction, or other categories of groups protected by law. Such action will include, but is not limited to the following: Employment, Upgrading, Demotion or Transfer, Recruitment Advertising, Layoff or Termination, Rates of Pay or other forms of Compensation, and Selection for Training, including Apprenticeship, Drug-Free Workplace and Program Abuse.

Legal Name of Contractor

Address

Typed Name and Title of Authorized Officer

Signature of Authorized Officer

Date

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

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

(1) No federal appropriated funds have been paid or will be paid, by or on behalf to the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosures Form to Report Lobbying", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

AUTHORIZED SIGNATURE

DATE

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance		2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post award		3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____	
4. Name and Address of Reporting Entity: Prime Subawardee Tier _____ (if known) Congressional District, if known: _____			5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known: _____		
6. Federal Department/Agency:			7. Federal Program Name/Description: CFDA Number, if applicable: _____		
8. Federal Action Number, if known:			9. Award Amount, if known: \$ _____		
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):			b. Individual Performing Services (including address if different from 10a) (last name, first name, MI):		
11. Information requested through this form is authorized by title 31 U.S.C., section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to A Civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.			Signature _____ Print Name _____ Title _____ Telephone No. _____ Date _____		
Federal Use Only				Authorized for Local Reproduction Standard Form - LLL	

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to Title 31 U.S.C. Section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub-award recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Sub-awards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application proposal control number assigned by the Federal agency). Include prefixes, e.g. "RFP-DE-90-001".
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full name(s) of the individual(s) performing services, and include full address if different from 10a. Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title and telephone number.

Public reporting burden for this certification of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office Of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

COMPLAINT / GRIEVANCE PROCEDURE (NON-DISCRIMINATION CASES)
Revised Per MDELEG P1 No. 06-04 and 10-13DETROIT WORKFORCE DEVELOPMENT DEPARTMENT
A MICHIGAN WORKS! AGENCY

As a program participant, subgrantee, subcontractor, service provider, employee, one-stop partner, provider of training services, or other interested party (please circle only one) involved in the Jobs, Education, and Training (JET) program activities of TWW Employment Solutions (hereinafter referred to as the Service Provider), you have the right to make a complaint or file a grievance regarding any respect of your participation in this program and to have it investigated by staff of the Detroit Workforce Development Department, a Michigan Works! Agency and, if necessary, the Department of Licensing and Regulatory Affairs (LARA) and, if WIA related, the U.S. Department of Labor.

POLICY: All program participants, subgrantees, subcontractors, service providers, employees, one-stop partners, providers of training services, and all other interested parties under the Workforce Investment Act (WIA); Work First (WF); Temporary Assistance for Needy Families (TANF); Jobs, Education and Training (JET); Food Assistance Employment and Training (FAE&T); Reed Act; Trade Act Adjustment (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 Detroit Workforce Development Department and/or the Department of Licensing and Regulatory Affairs / Bureau of Workforce Transformation (LARA) shall be afforded the opportunity to complain or grieve regarding grant programs and activities, including any alleged violations of the WIA, Federal regulations promulgated pursuant thereto, or any grant, contractor, other agreement entered into pursuant to grant legislation.

NOTE: If you wish to complain about Discrimination because of your race, sex, age, disability, or other characteristic, you must use the Discrimination Complaint Procedure (See Exhibit VIII).

TIME LIMIT: You must file your complaint or grievance within one (1) year of the date of the incident or matter, including fraud or criminal activity, which is causing you to complain or grieve.

INFORMAL RESOLUTION: It is permissible to use informal mechanisms for the resolution of all complaints and prospective complaints before they become grievances.

INFORMAL COMPLAINT PROCEDURE: An informal complaint procedure affords an opportunity for participants, subgrantees, subcontractors, service providers, employees, one-stop partners, providers of training services and all other interested parties to resolve complaints through informal discussion. Nothing in LARA statutes or regulations preclude the use of informal mechanisms or procedures authorized by a collective bargaining agreement for the resolution of all complaints and prospective complaints.

I. The steps to the informal complaint procedure are as follows:

STEP 1: Contractor or Agency Providing Services – Complaint Procedures:

Generally, an informal complaint should be brought to the immediate attention of the respondent (subgrantee, subcontractor, service provider, one-stop partner, provider of training services). The informal complaint must be filed within one (1) year of the date of the incident or matter, including fraud or criminal activity, which is causing you to complain or grieve.

The informal complaint can be written or can be verbal. Participants, subgrantees, subcontractors, service providers, employees, one-stop partners, providers of training services and all other interested parties will be afforded the opportunity and encouraged to discuss the content and merit of their complaint or prospective complaint with the respondent or prospective respondent in an effort to resolve the matter to their mutual satisfaction. Step 1 of the complaint's informal resolution process shall *not* take longer than five (5) calendar days after notice of the complaint.

STEP 2: Michigan Works! Agency (MWA) Review of Service Provider's Decision – Complaint Procedures:

If the complainant is not satisfied with the remedy in Step 1, then the complainant may file an informal complaint (can be written or can be verbal) with the MWA Complaint/Grievance Officer:

Shirley Manus, EO Officer
Detroit Workforce Development Department
455 W. Fort Street – 3rd Floor
Detroit, MI 48226
Telephone: (313) 628-2264 / Fax: (313) 628-2275

COMPLAINT / GRIEVANCE PROCEDURE (NON-DISCRIMINATION CASES)

Revised Per MDELEG PI No. 06-04 and 10-13

The written or verbal informal complaint may be submitted to the MWA Complaint/Grievance Officer by U.S. mail, via telephone or in person within ten (10) calendar days after his/her receipt of the remedy from STEP 1 or the due date of the remedy if no response is submitted.

- A. All complaints shall contain, to the extent practicable, the following information:
1. The full name, address and telephone number(s) of complainant(s);
 2. The full name and address of the respondent party against whom the complaint is made;
 3. A clear and concise statement of the facts, as alleged, including the pertinent dates, constituting the alleged violation;
 4. The provision of the act, regulation, grant, contract, or other agreements under the act believed to have been violated;
 5. Summary of Step 1's remedy (if any) and/or the reason for dissatisfaction; and
 6. The relief requested.
- B. Upon the receipt of the written or verbal complaint, the MWA Complaint/Grievance Officer shall review all relevant available information and ascertain all available facts, then will:
1. Contact the respondent's designated Complaint/Grievance Officer and explain the issue;
 2. Request that the complainant and respondent's designated Complaint/Grievance Officer discuss the matter informally and attempt to resolve the dispute. A timeframe for resolution of ten (10) calendar days from the grievance petition will be reiterated; and
 3. Relay that the terms of the informal resolution between the complainant and respondent must be written and forwarded to the MWA.
- C. Should a grievance be resolved informally, both affected parties will submit a letter of informal resolution to the MWA Complaint/Grievance Officer. The letter must include the following information:
1. Names of complainant and respondent and other entities involved;
 2. Summary of the complaint;
 3. Description of the resolution to which the relevant parties agree; and
 4. Signature(s) and date of signature, of relevant parties to the complaint.

The affected parties may submit a single letter of informal resolution with their signatures, should they decide to do so.

- D. Upon receipt of the letter of informal resolution, the MWA Complaint/Grievance Officer will submit a letter to the relevant parties acknowledging receipt of the resolution, and will declare the complaint resolved and the matter closed. STEP 2 of the complaint's informal resolution shall *not* take longer than fifteen (15) calendar days after notice of the petition;
- or
- If the complaint is not resolved to the satisfaction of the complainant or if no resolution was submitted within fifteen (15) calendar days after notice of the petition, then the MWA Complaint/Grievance Officer shall give the complainant written notice that a formal grievance hearing is the next step.
- If requested by complainant, the Complaint/Grievance Officer shall aid the complainant in requesting a formal grievance hearing. The time limit to file grievance is within one (1) year of the date of the incident or matter, including fraud or criminal activity, which is causing you to complain or grieve.

Article I. For On-the-Job Training (OJT), Work Experience, or Subsidized Employment

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 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 1.a., then see section 1.b. below. Please note that, after you complete the OJT, work experience, or subsidized employment and are no longer a program participant, if you remain employed, full-time or part-time, your employer's procedures must be followed to resolve your complaint and cannot be appealed. If you are still not satisfied with the decision, please see formal grievance resolutions section below.

COMPLAINT / GRIEVANCE PROCEDURE (NON-DISCRIMINATION CASES)
Revised Per MDELEG PI No. 06-04 and 10-13

FORMAL RESOLUTIONS: The formal grievance procedure set forth below is not meant to supplant attempts at resolving complaints through informal means. When at all possible, complaints and disputes should be settled through informal discussion. The procedures presented here are to be applied only after every effort has been made to settle disputes informally.

A written grievance statement shall be forwarded to the MWA Complaint/Grievance Officer after notice of informal resolution (if any).

FORMAL GRIEVANCE PROCEDURES: The grievance is distinguished as a documented written allegation, which identifies the LARA activity, grant, contract, policy or other agreement violated, and follows formal procedures that need to be followed from the date the written grievance is filed.

II. The steps to the formal grievance procedures are as follows:

STEP 1: Michigan Works! Agency (MWA) - Grievance Procedures:

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

A written grievance statement shall be forwarded to the MWA Complaint/Grievance Officer within ten (10) days of the notice of informal resolution or if no resolution was submitted within required timeframe.

The written grievance statement shall contain, to the extent practicable, the following information:

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

1. The full name, address, and telephone number of the party/parties filing the grievance.
2. The full name, address, and telephone number of the party/parties against whom the grievance is made.
3. A clear and concise statement of the facts, as alleged, including the pertinent dates, constituting the alleged violation.
4. The provision of the act, regulations, grant, contract, or other agreements under the act believed to have been violated.
5. Summary of informal procedural remedy (if any) and/or the reason for dissatisfaction; and
6. The relief requested.

The written statement will be delivered via certified U.S. Mail, return receipt requested, to the MWA Complaint/Grievance Officer:

Shirley Manus, EO Officer
Detroit Workforce Development Department
455 W. Fort Street - 3rd Floor
Detroit, MI, 48226
Telephone: (313) 628-2264 / Fax: (313) 628-2275

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

B. **Rejection:** The grievance may be rejected by the MWA, which is the Administrative Entity ("AE") of the Workforce Development Board ("WDB") if:

1. It lacks merit.
2. The petitioner fails to state a grievable issue.
3. There is no relief that can be granted.
4. The petitioner fails to comply with the procedures prescribed in this policy issuance.

The MWA will inform the petitioner and respondent in writing of the reason(s) the grievance was rejected. A written statement that explains the dismissal will be provided to you within 60 days from the date the grievance was filed and will inform you of the right to appeal to the Department of Licensing and Regulatory Affairs (LARA).

COMPLAINT / GRIEVANCE PROCEDURE (NON-DISCRIMINATION CASES)

Revised Per MDELEG P1 No. 06-04 and 10-13

- C. **Hearing:** If the MWA determines that your grievance has merit, a hearing 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. You shall be provided written notice of the date, time, and place of the hearing not less than 10 days prior to the hearing. At the hearing you will have the opportunity to present evidence, including witnesses.

For WIA-related grievances, a local level hearing shall be conducted. A local level hearing is not required if the grievance is resolved prior to the hearing date or the petitioner withdraws the grievance.

Notice: If a hearing is to be conducted, the MWA, as Administrative Entity ("AE") of the Workforce Development Board ("WDB"), must provide written notice to the petitioner and respondent. The notice shall include the date, time, and place of the hearing and a description of the hearing process (e.g. opportunity to present evidence, ask questions, etc.). The notice of the hearing shall indicate the issues to be decided. Notice shall be given not less than 10 days prior to the scheduled hearing date.

Hearing Process: At a minimum, the hearing process shall include:

1. A hearing officer.
2. An opportunity for each party to present witnesses and evidence.
3. An opportunity for each party to ask questions of all witnesses providing testimony at the hearing.
4. A record of the hearing.
5. 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.

- D. **Decision:** Within 60 days of filing the complaint, you shall receive a written decision issued by the hearing officer, which will include the following information:
1. Date, time, and place of hearing.
 2. Name(s) and address(es) of the petitioner.
 3. Name(s) and address(es) of the respondent.
 4. Name(s) and address(es) of all witnesses called by the parties.
 5. Information sufficient to identify all evidence presented.
 6. A reiteration of the issues raised.
 7. A determination of the facts.
 8. An analysis of the issues as they relate to the facts.
 9. A decision addressing each issue.
- E. **Appeal:** 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 LARA.

STEP 2. Department of Licensing and Regulatory Affairs (LARA) Review of MWA Decision:

If your complaint/grievance has been dismissed or you have not received a decision within the time prescribed, including extensions, or if you are not satisfied with the decision, you have the right to a review by the Department of Licensing and Regulatory Affairs (LARA), provided the following three conditions have been met:

- a. You must complete all complaint/grievance procedures established by the MWA, as indicated in STEP 1, above.
- b. You must submit, in writing, your request for a LARA review within ten (10) days of the final decision of the MWA or, if no timely decision is made by the MWA then within ten (10) days from the date you should have received the decision.

COMPLAINT / GRIEVANCE PROCEDURE (NON-DISCRIMINATION CASES)

Revised Per MDELEG P1 No. 06-04 and 10-13

- c. The written appeal statement must be delivered via certified U.S. Mail, return receipt requested, to:

Gary Clark, Director
Accelerating Employment Division
Bureau of Workforce Transformation
Department of Licensing and Regulatory Affairs
Victor Office Building
201 N. Washington Square, 5th Floor
Lansing, MI 48913

- A. **Appeal Criteria:** All grievance appeals shall be in writing and contain, to the extent practicable, the following information:

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

Your review request must include all the details contained in your initial complaint, as listed in STEP 2, above.

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

- B. **Hearing:** For an appeal of a WIA related local level decision, an opportunity for a hearing must be provided. However, a hearing will not be held under certain circumstances, as prescribed in this grievance procedure.

LARA Action: LARA will consider the appeal and may:

1. Reject the hearing and make a final determination. A grievance may be rejected on appeal, without a hearing, if it is determined that:

- It lacks merit.
- It fails to state a grievable issue.
- There is no relief that can be granted.
- If the appellant fails to comply with procedures prescribed in this grievance procedures policy (e.g. the 10 day filing requirement, among other provisions).

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

3. Schedule a hearing and make a final determination. LARA shall notify the appellant and respondent within 10 days of receipt of the appeal. This notice will explain the grievance resolution process going forward. LARA may conduct a hearing.

If a hearing is to be conducted, the appellant and the party against whom the grievance is made will be provided written notice of the date, time, and place of the scheduled hearing 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 (10) days prior to the scheduled hearing date.

4. **Hearing:** If a hearing on an appeal is to be held, it shall be conducted within 30 days of the

COMPLAINT / GRIEVANCE PROCEDURE (NON-DISCRIMINATION CASES)

Revised Per MDELEG PI No. 06-04 and 10-13

5. 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 PI) 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.

Evidentiary Documentation: At the discretion of the hearing officer, there may be an opportunity to exchange evidentiary information prior to the hearing. Both parties should send all relevant information and documentation generated at the local hearing and related to this appeal to the address provided above (i.e. where the appeal was sent). It is the responsibility of the parties to ensure LARA has all relevant documentation necessary to make a determination on the grievance.

After the hearing, a written decision shall be issued not later than 30 calendar days after the date you filed your appeal.

- C. **Decision:** For grievances by WIA participants, the Department of Licensing and Regulatory Affairs decision will be final, unless it is not issued within the time prescribed or it involves an alleged violation of WIA or WIA regulations, including provisions regarding labor standards and relocation. For grievances by Work First and other program participants, the Department of Licensing and Regulatory Affairs decision will be final in all circumstances.
- D. **Final Determination:** In all cases, a final determination must be made within 60 days of the receipt of the appeal. A written decision shall be issued not later than 60 days after the filing of the appeal. The decision shall include the following:
 1. Date, time and place of hearing (if held).
 2. Name and address of the petitioner.
 3. Name and address of the respondent.
 4. Names and addresses of all witnesses called by the parties.
 5. Information sufficient to identify all evidence presented.
 6. A reiteration of the issues raised.
 7. A determination of the facts.
 8. An analysis of the issues as they relate to the facts.
 9. A decision addressing each issue.

STEP 3. At the U.S. Department of Labor (WIA Programs Only):

WIA
PROGRAMS
ONLY

If you have not received a decision within the prescribed time, or if your complaint involves a violation of WIA or WIA regulations and you are not satisfied with the decision you received, you may address your complaint to the U.S. Department of Labor, provided you have exhausted or completed all complaint procedures established in Step 2 above.

Appeal to USDOL: In general, the LARA decision is final. However, if a decision is not issued by the due date, a WIA related appeal may be reviewed by the Secretary of the USDOL.

A WIA related decision may be appealed by the adversely affected party to the USDOL within 60 days of receipt of the LARA decision. Pursuant to 20 CFR 667.610(c), an appeal must be submitted to the Secretary of the USDOL by certified U.S. Mail, return receipt requested, to:

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

COMPLAINT / GRIEVANCE PROCEDURE (NON-DISCRIMINATION CASES)

Revised Per MDELEG PI No. 06-04 and 10-13

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

Mr. Gary Clark, Director
Accelerating Employment Division
Bureau of Workforce Transformation
Department of Licensing and Regulatory Affairs
Victor Office Building
201 N. Washington Square, 5th Floor
Lansing, MI 48913

COMPLAINTS FOR FRAUD, WASTE, ABUSE, OR CRIMINAL ACTIVITY

All information and complaints involving fraud, waste, abuse, or other criminal activities shall be reported directly and immediately to the U.S. Department of Labor. For this purpose DOL Form DL 1-156 (see pages 7 and 8) should be used. A copy of the form should be sent to the Department of Licensing and Regulatory Affairs. The addresses are as follows:

Secretary of Labor*
c/o Regional Administrator
Employment & Training Administration
U.S. Department of Labor
230 South Dearborn Street
Chicago, Illinois, 60604

Copy to: Gary Clark, Director
Accelerating Employment Division
Bureau of Workforce Transformation
Department of Licensing and Regulatory Affairs
Victor Office Building
201 N. Washington Square, 5th Floor
Lansing, MI 48913

Please note that no punitive or otherwise negative actions will be taken against any employee who provides information regarding fraud, waste, abuse, or other criminal activity.

*WIA Programs Only

**WIA, Work First, Welfare to Work, JET, Other Programs

NON-WIA REMEDIES FOR WIA PARTICIPANTS

If you believe that a violation has occurred not only of WIA but also of other Federal statutes or of State or Local Laws, you may institute a civil action or pursue other remedies regarding the non-WIA violation without first completing all the steps in this complaint procedure. Neither WIA nor WIA regulations, however,

1. allow filing a suit alleging a violation of WIA or WIA regulations without first completing all of the steps of this complaint procedure.
2. create a private right of action regarding WIA or WIA regulations.
 - * If you are participating in classroom training, job search, or any activity other than OJT, work experience, or subsidized employment, you should start your complaint with the Contractor, using the procedures in section I.a., below.
 - * If a response is not received from the Contractor or the results are not satisfactory, you can then complain to the MWA, using the procedure in section I.b., above.
 - * If you also find the decision of the Detroit Workforce Development Department unsatisfactory, you can then appeal to the Department of Licensing and Regulatory Affairs, provided the conditions are met, which are described in step 2 above.

COMPLAINT / GRIEVANCE PROCEDURE (NON-DISCRIMINATION CASES)
Revised Per MDELEG P1 No. 06-04 and 10-13

- If you are a WIA participant, you can appeal to the U.S. Department of Labor, if you are unsatisfied with the decision of the MWA, provided the conditions in step 3 above are met.

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

I, the undersigned, have read and I understand the Complaint/Grievance Procedures outlined above.

Name (Print): _____

Address: _____ City: _____ MI _____

Signature: _____ Date: _____

MWA Service Provider's Name: _____

A complete copy of the Federal and State regulations governing the Complaint/Grievance Procedure is available for review with the MWA, at Detroit Workforce Development Department in the office of Complaint/Grievance Officer, at 455 W. Fort Street-3rd Floor, Detroit, MI 48226.

cc: Individual or Entity and File Copy

DETROIT WORKFORCE DEVELOPMENT DEPARTMENT
A MICHIGAN WORKS AGENCYDISCRIMINATION POLICY AND COMPLAINT PROCEDURE

Revised Per DLEG PI No. 06-03 and 06-04

POLICY: The Detroit Workforce Development Department shall not discriminate against members of the public based on race, color, religion, sex, national origin, age, disability, political affiliation, or belief. In addition, the Detroit Workforce Development Department shall not discriminate against any individual or beneficiary of: Workforce Investment Act (WIA), Work First (WF), Temporary Assistance for Needy Families (TANF), Jobs, Education, and Training (JET) or Food Assistance Employment & Training (FAE&T), and other programs or activities funded through the Department of Licensing and Regulatory Affairs (LARA), on the basis of the beneficiary's citizenship status as a lawfully admitted immigrant authorized to work in the United States, or on the basis of the individual's participation in any LARA financially assisted programs or activities.

WHO MAY FILE: Any person who believes that he/she or any specific class of individuals has been or is being subjected to discrimination, as described above, may file a written complaint personally or through a representative.

TIME LIMIT: A written complaint must be filed within one hundred eighty (180) days of the last act(s) of alleged discrimination, unless the U.S. Department of Labor, Civil Rights Center (CRC) extends the deadline based on a showing of good cause. The Detroit Workforce Development Department Equal Opportunity Officer (EO Officer) has forty-five (45) days to resolve the complaint after which time the complainant may file with the State of Michigan (the State).

WHERE TO FILE: The complaint may be filed with the Detroit Workforce Development Department Equal Opportunity Officer, the State of Michigan's Equal Opportunity Officer, or the Director, Civil Rights Center (CRC), U.S. Department of Labor. The complete addresses are as follows:

- a. Shirley Manus, E O Officer
Detroit Workforce Development Department
455 W. Fort Street-3rd Floor
Detroit, MI 48226
Telephone: (313) 628-2264, Fax: (313) 628-2275
- b. Paula Mitchell, Director
Management Services Division
Bureau of Workforce Transformation
Department of Licensing and Regulatory Affairs
Victor Office Center, 5th Floor
201 North Washington Square
Lansing, MI 48913
Phone: (517) 373-9757
Fax: (517) 241-8217
E-Mail: mitchellp@michigan.gov
- c. Mr. Ramon Suris Fernandez, Director
Civil Rights Center
U.S. Department of Labor
200 Constitution Avenue
N.W. Room 4123
Washington, D.C. 20210

COMPLAINT CONTENT: It is recommended that the attached US Department of Labor Complaint Information Form (CIF) is completed and signed by the complainant or his/her authorized representative. 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, phone (if any), and address, or other means of contact;
- b. The date(s) of the alleged discrimination;

- c. The identity of the respondent(s) (the individual or entity that the complainant alleges is responsible for the discrimination);
- d. A description of the complainant's allegations with enough detail to allow the complaint recipient to decide whether:

DISCRIMINATION POLICY AND COMPLAINT PROCEDURE

1. The complaint recipient has jurisdiction over the matter;
 2. The complaint was filed in a timely manner; and
 3. The complaint has apparent merit; in other words, whether the complainant's allegations, if true, would violate any of the discrimination and equal opportunity provisions of the WIA.
- e. The complainant's signature or the signature of the complainant's authorized representative.

REQUEST FOR CLAIRIFICATION:

If the complaint does not contain the required information, the EO Officer will attempt to contact the complainant in order to receive additional information. The complainant has seven calendar days to respond to the EO Officer's request. If the information is not received within seven days, the EO Officer will send a second request that notifies the complainant that unless the information is received within three days the complaint shall be closed. If the requested information is not received by the deadline, the EO Officer may close the file and forward notice to the complainant's last known address.

RIGHT TO REPRESENTATION:

Each person filing a complaint has the right to be represented by an attorney or other individual of his or her own choice.

COMPLAINT CONTENT:

The EO Officer will review the complaint issue(s) within ten days of receipt of the complaint. If the EO Officer is not able to complete the review within ten 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. The notification of the need to extend the review period will be provided to the complainant within ten days of receipt of the complaint.

If the EO Officer has jurisdiction of the complaint, the EO Officer will send an acknowledgment 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 will send an acknowledgment that shall 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 days of the date on which he/she received notification.

If none of the issues raised by the complaint are accepted for investigation, the EO Officer will advise the complainant of his/her right to request a State Level review.

PROCEDURAL ELECTION:

The EO Officer will provide the complainant with a choice of either the Alternative Dispute Resolution/ Mediation (ADR) or the Investigative Fact Finding method of resolving his/her complaint.

ALTERNATIVE DISPUTE RESOLUTION(ADR):

The EO Officer, in facilitating the ADR process, shall:
Notify the complainant of his/her right to choose whether to use the ADR or the Investigative Fact Finding procedure.

- a. Notify the complainant that he/she has seven 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:

1. A summary of the complaint and the method by which the EO Officer will seek to resolve the dispute; and

DISCRIMINATION POLICY AND COMPLAINT PROCEDURE

2. Notification that any form of retaliation is prohibited.
 - b. 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.
 - c. Inform all parties that confidentiality will be maintained and information to third parties shall be provided only on a need to know basis.
 - d. Inform the parties, when appropriate, that the EO Officer will schedule/refer the complaint to mediation in accordance with local procedures.
 - e. 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:
 1. A description of the way the parties resolved the issue; and
 2. A statement, reminding the parties of options available in the event there is a breach of the negotiated agreements.
 - f. In the case where ADR is attempted, but is unsuccessful, the Notice of Final Action shall inform the complainant of his/her right to file his/her original complaint with the federal agency with civil rights enforcement authority.
 - g. The non-breaching party to any agreement reached under ADR may file a complaint with the CRC within thirty days of the date on which the non-breaching party learned of breach.
 1. The CRC Director will review the record to determine if the agreement was breached.
 2. 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.

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:

- a. An initial interview session with the complainant to gather facts and clarify information regarding the allegation(s);
- b. An explanation of the reasons underlying each decision;
- c. Notification of the complainant's right to request a State Level review; and
- d. 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 shall provide for each issue raised in the complaint, a statement regarding:

DISCRIMINATION POLICY AND COMPLAINT PROCEDURE

- a. The decision on each issue accepted for investigation;
- b. An explanation of the reasons underlying each decision;
- c. Notification of the complainant's right to request a State Level review; and
- d. Notification of the successive steps that may be available, after State remedies are exhausted, by filing with the CRC.

APPEAL RIGHTS REVIEW:

If the complaint is not resolved within forty-five days, or if the complainant wishes to appeal the STATE Local decision, the complaint may be filed with the State. To be eligible for review, the complaint must be filed within ten days of receipt of the Notice of Final Action. The request should include:

- a. 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
- b. The scope of any alternative remedy that may be proposed.

TIME LIMIT FOR STATE RESOLUTION:

The State shall complete its review of the complaint within ninety days of the initial receipt of the complaint by the Detroit Workforce Development Department EO Officer. Complainants may file allegations of sexual harassment with the Michigan Department of Civil Rights, the United States Equal Employment Opportunity Commission (EEOC), or pursue other options, which may be available.

APPEAL FOR FEDERAL REVIEW:

If the complaint is not resolved, at the State Level, within ninety calendar days of initial receipt at the Local Level, or if the complainant desires to appeal the State decision, the complainant has thirty days to file a request for review with the Director of the U.S. Department of Labor, Civil Rights Center (CRC).

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

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

Name: _____
 Address: _____
 City: _____, Michigan Zipcode: _____
 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 be 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 Workforce Development Department, in the office of Shirley Manus, E O Officer, 455 W. Fort Street- 3rd Floor, Detroit, MI 48226.

cc: Individual/Entity
 Individual/Entity's File

September 27, 2011

Complaint Information Form

U.S. Department of Labor
Directorate of Civil Rights

Exhibit VIIIA
Attachment A
Page 1 of 2

Complainant Information:
State your name and address:

Your telephone number(s)

Home _____
Area Code _____ Number _____

Work _____
Area Code _____ Number _____

Telephone Number _____

Area Code _____ Number _____

Social Security Number _____

2. Respondent Information:

Provide name and address of agency involved

3. What is the most convenient time and place for us to contact you about this complaint?

4. To your best recollection on what date(s) did the discrimination take place?

Date of first occurrence _____

Date of most recent occurrence _____

5. Have you ever attempted to resolve this complaint at the local level?

____ No ____ Yes

a. Have you been provided with a final decision at the local level regarding your complaint?

____ No ____ Yes

Date of final decision (if any) _____

Have 60 days elapsed since you filed or attempted to file your complaint at the

Date you filed or attempted to file your complaint at the local level

____ No ____ Yes

6. Explain as briefly and clearly as possible what happened and how you were discriminated against. Indicate who was involved. Be sure to include how other persons were treated differently from you. Also attach any written material pertaining to your case.

7. To the best of your knowledge, which of the following Department of Labor programs were involved? (Check one)*

____ Job Training (JTPA) ____ MSHA
____ Job Corps ____ OSHA
____ Job Service ____ WIN

____ Youth
____ Unemployment Insurance
____ Apprenticeship
____ Older Americans
____ New Directions
____ Displaced Worker

Other: Specify _____
*At the local level, these programs may be known by a different name.

8. Basis of Complaint: Which of the following best describes why you believe you were discriminated against: (Check)

____ Race: Specify _____
____ Color: Specify _____
____ Religion: Specify _____
____ National Origin: Specify _____

____ Sex: Specify ☐ Male ☐ Female
____ Age: Specify Date of Birth _____

____ Handicap: Specify _____

____ Political Affiliation: Specify _____

____ Citizenship: Specify _____

____ Reprisal/Retaliation
____ Other: Specify _____

9. Do you think the discrimination against you involved: (Check one)

____ You job or seeking employment
____ Your using facilities or someone providing/not providing you with services or benefits?

If so, which of following are involved

____ Hiring
____ Transition
____ Wages
____ Job Classification
____ Discharge/Termination
____ Promotion
____ Training
____ Transfer
____ Qualification/Testing
____ Grievance Procedure
____ Layoff/Furlough
____ Recall (From Layoff-Furlough)
____ Seniority
____ Intimidation/Reprisal
____ Harassment
____ Access/Accommodation
____ Union Activity
____ Union Representation
____ Application
____ Enrollment
____ Referral
____ Exclusion
____ Placement
____ Benefits
____ Performance Appraisal
____ Discipline/Reprimand
____ Other: Specify _____

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This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There is no handwriting or other markings on the paper.

Name	Address	Telephone Number

☐ Yes ☐ No

- ___ Civil Rights Division, U.S. Dept. of Justice
- ___ U.S. Equal Employment Opportunity Commission
- ___ Federal or State Court
- ___ Your State or local Human Relations/Rights Commission

Agency: _____

Date Filed: _____

Case or Docket Number:

Date of Trial or Hearing: _____

Location of agency or Court _____

Name of Investigator: _____

Status of Case:

Comments: _____

Agency: _____

Date filed: _____

Case or Docket Number:

Date of Trial or Hearing: _____

Location of agency or Court:

Name of Investigator: _____

Status of Case:

Comments:

DETROIT WORKFORCE DEVELOPMENT DEPARTMENT
A MICHIGAN WORKS AGENCYEMPLOYEE COMPLAINT/GRIEVANCE PROCEDURE FOR DISPLACEMENT
OF PUBLIC EMPLOYEECONTRACTOR NAME TWW Employment SolutionsAPPLICABLE GRANT (S) Jobs, Education, & Training (JET)

POLICY

Under federal law any employee of an employer at which a Workforce Investment Act (WIA); Work First (WF); Temporary Assistance for Needy Families (TANF); Jobs, Employment, and Training (JET); Food Assistance Employment and Training (FAE&T); Reed Act; Trade Act Adjustment (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 Department of Licensing and Regulatory Affairs / Bureau of Workforce Programs (LARA/BWP) 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:

- a. When any other individual is on layoff from the same or any substantially equivalent job within the same organizational unit.
- b. 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.
- c. 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.
- d. 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 the date of the incident or matter involving unlawful displacement from said placement, which is causing you to complain or grieve.

INFORMAL PROCEDURES: The steps of the Complaint/Grievance Procedure are as follows:

Step 1.a. At the Contractor or Agency Providing Services:

i. 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 Liaison 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 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 1.a., then see section 1.b. below.

1.b. At the Detroit Workforce Development Department:

1.b.i. Informal Resolution

or

1.b.ii. Formal Resolution

September 27, 2011

EMPLOYEE COMPLAINT/GRIEVANCE PROCEDURE FOR DISPLACEMENT
OF PUBLIC EMPLOYEE

You must prepare your grievance and provide the following information:

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

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

Shirley Manus, E O Officer
Detroit Workforce Development Department
455 W. Fort Street-3rd Floor
Detroit, MI. 48226
Telephone: 313-628-2264, Fax: (313) 628-2275

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

If the Detroit Workforce Development Department (DWDD) determines that your grievance lacks merit in that it 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 Department of Licensing and Regulatory Affairs.

If DWDD determines that your grievance has merit, a hearing shall be conducted within 30 days of the date your written grievance was filed with the Department. You shall be provided written notice of the date, time, and place of the hearing not 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 DWDD), you must receive a written decision, which will include the following:

- a. Date, time, and place of the hearing (if held).
- b. Names and addresses of the complainant and respondent.
- c. Names and addresses of all the witnesses called by the parties.
- d. Information sufficient to identify all evidence presented.
- e. A reiteration of the issues raised.
- f. A determination of the facts.
- g. An analysis of the issues as they relate to the facts.
- h. A decision addressing each issue.
- i. Notification of the right of, and procedure for, review by the Michigan Department of Licensing and Regulatory Affairs

Step 2.

At the Department of Licensing and Regulatory Affairs:

If the grievance has been dismissed or the complainant has not received a decision within the time prescribed, including extensions, or if he/she is not satisfied with the decision, the complainant has the right to a review by the Department of Licensing and Regulatory Affairs, provided the following two conditions have been met:

- a. The complainant must complete all complaint procedures established by the Detroit Workforce Development Department, as indicated in Section 1.b ii. above.

September 27, 2011

EMPLOYEE COMPLAINT/GRIEVANCE PROCEDURE FOR DISPLACEMENT
OF PUBLIC EMPLOYEE

- b. A local level grievance decision may be appealed, in writing, to the LARA/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:

Allen Williams, Director
Internal Audit and Monitoring
Department of Licensing and Regulatory Affairs
611 West Ottawa, 4th Floor
Lansing, MI 48909
Telephone: 517-373-1837 (Voice), 1-800-649-3777 (TTY)

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) of 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 Department of Licensing and Regulatory Affairs 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 WIA-related decision, a hearing will be held.

- a. If a hearing is not to be held, both parties to the appeal 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 address 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 presented
 - (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.

September 27, 2011

EMPLOYEE COMPLAINT/GRIEVANCE PROCEDURE FOR DISPLACEMENT
OF PUBLIC EMPLOYEE

Step 3. At the U.S. Department of Labor:

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

Under WIA,

- (1) Appeals of denial of automatic or temporary and subsequent designation as a local workforce development area may be filed with the Michigan Workforce Investment Board.
- (2) If the appeal to the Michigan Workforce Investment Board does not result in designation as a local workforce investment area, the appellant may request review by the Secretary of the USDOL.

September 27, 2011

EXHIBIT B



CITY OF DETROIT
WORKFORCE DEVELOPMENT DEPARTMENT
EQUAL OPPORTUNITY EMPLOYER/PROGRAM



707 W. MILWAUKEE
DETROIT, MICHIGAN 48202
PHONE 313-876-0674
FAX 313-664-5505
TTY NUMBER 1-800-649-3777
WWW.DETROITMI.GOV

June 7, 2012

Terrie Henderson
Executive Director
TWW Employment Solutions, LLC
645 Griswold Ste. 2200
Detroit, MI 48226

RE: Notice of Contract Non-Renewal

Dear Ms. Henderson:

The Detroit Workforce Development Department (DWDD) has determined that due to your organization's failure to meet required contract standards, the option for renewal of your PY 2011-12 Jobs, Education and Training (JET) contract will not be offered by the Detroit Workforce Development Board (DWDB) Corporation. To this end, and in accordance with your current contract expiration, your **final service delivery date is August 31, 2012.**

Our goal is to ensure continuity of services for program participants and the successful transfer of all related program documents and equipment to the Detroit Workforce Development Board (DWDB) Corporation in accordance with the provisions of *Section XVI: Terminations* of your contract.

With this goal in mind, we anticipate your cooperation with our Fiscal, Contract Administration, and Information Systems (IS) staff to accomplish this end. Members of Fiscal, Contract Administration, and IS staff will work with you to determine the timetable and process to ensure that all records and equipment are inventoried and picked up by the DWDB Facilities Manager and staff. Failure to cooperate with the DWDB staff may result in withholding final invoice payments. The Fiscal and Contract Administration staff will contact you by June 8, 2012 to initiate the closeout process beginning with the following actions:

1. Notification by the DWDD to the Department of Human Services (DHS) of the change in customer service location.
2. A status report submitted to the DWDD from your organization on all active and non-active participant files.
3. All hard copy files prepared by your organization in status and alpha order to transfer to the receiving JET provider.
4. Notification by your organization to current JET participants of their change in service location.
5. A plan submitted by your organization to the DWDD detailing an enrollment phase down strategy beginning July 1, 2012 through September 30, 2012.



Terrie Henderson
June 7, 2012
Page 2

If you have any questions or need additional information prior to communications with our Fiscal and Contract Administration staff members, please do not hesitate to call Stephanie Nixon at 313-664-5517 or Cedric Thomas at 313-664-5513.

Sincerely,

A handwritten signature in cursive script, appearing to read "Pamela J. Moore".

Pamela J. Moore
Director

PJM:sn

cc: Alessia Baker, Manager, Finance Unit
Stephanie Nixon, Manager, Contract Administration
Cedric Thomas, Manager, Fiscal Contract Administration
Robert Shimkoski, Manager, Planning Unit
Barkley Scott, Planner, Contract Administration
File Copy

EXHIBIT C



CITY OF DETROIT
WORKFORCE DEVELOPMENT DEPARTMENT
EQUAL OPPORTUNITY EMPLOYER/PROGRAM

707 W. MILWAUKEE
DETROIT, MICHIGAN 48202
PHONE 313-876-0674
FAX 313-664-5505
TTY NUMBER 1-800-649-3777
WWW.DETROITMI.GOV



June 7, 2012

Terri Henderson, Executive Director
TWW Employment Solutions
645 Griswold, Suite 2200
Detroit, MI 48226

RE: Single Audits FYE 2008, 2009 and 2010

Dear Ms. Henderson:

The State of Michigan's Office of Audit and Compliance completed a 2012 Cycle I monitoring visit and cited your organization TWW & Associates for not having Single Audit Reports for fiscal years ending 2008, 2009 and 2010.

Thank you for taking responsibility for securing these audits outlined in your letter dated May 25, 2012, however the missing audits could result in possible disallowed costs of \$5,235,716.04. Therefore, the Detroit Workforce Development Department (DWDD) will be taking the following actions to ensure the audits are completed:

1. As of June 1, 2012, the award amount on contract number 2854040 is \$1,049,890 and the billed amount through April 2012 is \$563,550.21 which served 1431 participants, leaving an award balance of \$486,339.79. Referrals from the Department of Human services (DHS) to TWW Employment Solutions will end on July 1, 2012, and DWDD will de-obligate \$254,000 from the FY 2012 contract leaving a balance of \$232,339.79.
2. The balance after de-obligation will be expended in the following manner:
 - a. An expenditure rate of \$87,000 per month (May and June) for regular JET services will leave a balance of \$58,339.79 to expend for the phase down of approximately 650 active participants from July 1 through August 31, 2012.

If you have any questions, please feel free to call Cedric Thomas, Fiscal Manager at (313) 664-5513.

Sincerely,

Pamela J. Moore
Director

PJM:ct

EQUAL OPPORTUNITY EMPLOYER/PROGRAM
FUNDED BY THE MICHIGAN DEPARTMENT OF LICENSING & REGULATORY AFFAIRS
WORKFORCE DEVELOPMENT AGENCY
AUXILIARY AIDS AND SERVICES AVAILABLE UPON REQUEST TO INDIVIDUALS WITH DISABILITIES

DAVE BING, MAYOR

EXHIBIT D

From: Terrie, W. Henderson <twhenderson89920@aol.com>

To: moorepa <moorepa@detempsol.org>

Cc: abaker <abaker@detempsol.org>; cthomas <cthomas@detempsol.org>

Bcc: walker10 <walker10@sbcglobal.net>

Subject: TWW Employment Solutions Audits 2008, 2009 2010 and Invoices

Date: Wed, Sep 19, 2012 7:39 pm

Attachments: JET_INVOICE_copy__JULY__2012__REVISED.pdf (207K), JET_INVOICE_copy__AUGUST__2012.pdf (207K)

Pam,

Please find attached the TWW Employment Solutions, Jet Contract 2011-2012, invoices for the months of July and August, 2012. I was advised by Ms. Nixon early in July that we would receive a two month contract from July 1st thru August 31, 2012, from DESC to cover the cost of operating and closing-out our Jet contract. To-date we have not received a written contract. However, we have submitted our invoices to Ms. Baker and Mr. Thomas for our July and August 2012, reflecting actual approved expenses in accordance to our contract budget.

Based upon our discussion on September 17th, and subsequent communication from Gregory Terrell, CPA, draft audit reports are prepared and ready for release, pending my final approval.

Please be advised that we will not release the audits, until full payment of our July's (\$112,819.54) and August's (\$107,114.78), totaling (\$219,934.32) has been received. Once I have received payment from DESC/DWDD, I will pay Gregory Terrell & Company there balance and they will release the final audits.

Sincerely,

Terrie W. Henderson
President/CEO of
TWW Employment Solutions, LLC
Angel Land Child Care and Parent Institute

Corporate Headquarters:
645 Griswold Suite 2200
Detroit, MI 48226
Email: twhenderson89920@aol.com
Phone: 313.963.8382, ext. opt. 3
Fax: 313.963.3412
Cell Phone: 313.506.9435

"Creating Opportunities and Building Futures"

Jobs Education and Training (JET) - TANF

Expenditure Report

Detroit Workforce Development Department

707 W. Milwaukee

Detroit, Michigan 48202

I. IDENTIFICATION

1. Agency Name: TWW Employment Solutions, LLC
 Address: 645 Griswold #2200
 City: Detroit
 State: Michigan
 Zip Code: 48226

2. Fund Source TANF-JET	3. Invoice Number DWDDTWWSJET07/12	4. Federal I.D. # 61-1494462	5a. CPO Number 2854040	5b. SPO Number
6. Report Period From: July 1, 2012 To: July 31, 2012	7. Report Quarter <input type="checkbox"/> October-December <input type="checkbox"/> January-March <input type="checkbox"/> April-June <input checked="" type="checkbox"/> July-September	8. Report Type <input type="checkbox"/> Original <input checked="" type="checkbox"/> Revised	9. Contact Person Terrie W. Henderson 10. Phone Number 1-(313) 963-8382	

II. GRANT EXPENDITURES

(1) COST CATEGORIES	(2) Budget	(3) Expended This Period	(4) Cumulative Expended
(a) Direct Client Services			
(1) Work Subsidies			
(2) Education and Training Activities			
(3) Other Work Activities	966,789	\$ 106,221.50	\$ 903,996.10
(b) Supportive Services			\$ -
(c) Information Technology/Computerization	83,101	\$ 6,598.04	\$ 42,112.89
(d) Total Expenditures	1,049,890	\$ 112,819.54	\$ 946,108.99

III. PROGRAM INCOME	This Period	Year-To-Date
(a) Program Income Earned	\$ -	\$ -
(b) Program Income Expended	\$ -	\$ -

IV. INTEREST INCOME

(a) Interest Earned	\$ -	\$ -
(b) Interest Retained	\$ -	\$ -
(c) Interest Remitted	\$ -	\$ -

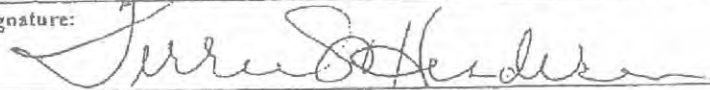
V. REMARKS

Revised because all of the Cumulative Expended Numbers were not carried over to the column titled YTD thru June-12.

VI. CERTIFICATION

I certify to the best of my knowledge and belief, the information provided is true and accurate.

Signature:



Typed Name and Title: Terrie W. Henderson, President

Date: 08/2012

TWW Solutions, LLC
Budget 10/01/11- 09/30/12
TANF- JET GF/GP Budget / Invoice

<u>POSITION TITLE</u>	<u>RPH</u>	<u>Hours</u>	<u>Budget</u> <u>TANF-JET</u>	<u>YTD</u> <u>Thru</u> <u>Jun-12</u>	<u>Current</u> <u>Month</u> <u>Jul-12</u>	<u>YTD</u> <u>Thru</u> <u>Jul-12</u>
<u>Managerial</u>						
Executive Director - Henderson	Salary		24,960	13,828.80	964.80	14,793.60
Total Managerial			24,960	13,828.80	964.80	14,793.60
<u>Financial Administration</u>						
Financial Services Accountant - Rickett			20,280	16,000.00	-	16,000.00
Financial Services Accountant - Banks			41,600	29,800.00	4,800.00	34,600.00
Financial Services Assistant - Scales			12,058	15,279.36	1,988.83	17,268.19
Total Financial Administration			73,938	61,079.36	6,788.83	67,868.19
Total Administrative			98,898	74,908.16	7,753.63	82,661.79
<u>Fringe Benefits</u>						
F.I.C.A.			4,105	4,506.46	593.15	5,099.61
Worker's Compensation						-
Health & Welfare Ins.					0.00	-
Retirement / Pension						-
Unemployment Ins. (SUTA)			486	1,590.53	209.35	1,799.88
Other (Specify) (FUTA)/Disability			42	176.72	23.26	199.98
Sub-Total Fringe Benefits			4,633	6,273.71	825.76	7,099.47
<u>Occupancy / Facility Cost</u>						
Rent						0.00
Building maintenance						0.00
Sub-Total Facility Cost			0	0	0	0
<u>Supplies & Materials</u>						
Office supplies & Materials			0	0.00	0.00	0.00
Printing Supplies & Materials						
Sub-Total Supplies & Materials			0	0	0	0
<u>Equipment</u>						
Purchase (anything>\$500)						
Lease (Copier, Telephone)						
Copiers \$650/mo. x 1 mo x 2.5% (lease)						0.00
Telephone						-
Maintenance						
Sub-Total Equipment			0	0	0	0

Other Expenses

Communication				
Base telephone rate \$500 mo.				0.00
Payroll Fees				0.00
Accounting (Tax prep, Budget, consulting services & audit)	9,000	14,077.58	10,000.00	24,077.58
Consultation				
Sub Total Other Expenses	9,000	14,078	10,000.00	24,078
Total Administration	112,530	95,259	18,579.39	113,838.84
Profit (Indicate the percentage)				0.00
Total Administration & Profit	112,530	95,259.45	18,579.39	113,838.84

Salary/WagePOSITION TITLE

		YTD Month Jun-12	Current Month Jul-12	YTD Thru Jul-12
Executive Director - Handerson	31,200	65,216.00	8,102.40	73,318.40
Director (Program) - Weathers	43,680	61,280.00	7,792.00	69,072.00
Director, Case Management - Clay	52,000	40,000.00	6,000.00	46,000.00
Program Service Coordinator - Sparks	3,360	2,880.00	-	2,880.00
Program Service Coordinator - Walker	22,680	14,989.26	1,500.00	16,489.26
Case Manager - Aldridge, Jr.	32,760	15,817.50	6,120.00	21,937.50
Case Manager - Rogers	31,304	17,751.31	4,902.00	22,653.31
Case Manager- Jackson	29,120	11,641.80	3,617.60	15,259.40
Case Manager - Bennett	29,120	19,599.41	3,096.36	22,695.77
Case Manager - Cuffie	29,120	22,686.20	3,826.80	26,513.00
Case Manager/Triage Specialist-Bhatt	29,120	17,665.60	3,536.40	21,202.00
Job Developer - Jacobs	29,952	15,725.76	1,084.00	16,809.76
Job Developer - Jackson, D	29,952	14,423.70	3,368.70	17,792.40
Supportive Services - Young	14,061	9,769.92	942.18	10,712.10
Case Manager/Retention - Evans/Anderson	11,024	795.00	1,439.88	2,234.88
Receptionist/Clerk - Clark	20,748	7,588.15	2,778.76	10,366.91
Administrative Assistant - Felton		1,132.30	1,572.57	2,704.87
Driver - Vacant				
SUB-TOTAL DIRECT TRAINING SALARIES	439,201	338,561.91	59,679.65	398,641.56

Fringe Benefits

F.I.C.A.	29,621	21,507.09	3,991.74	25,498.83
Worker's Compensation -	8,000	6,544.00	0.00	6,544.00
Health & Welfare Ins.				0.00
Retirement / Pension				0.00
Unemployment Ins. (SUTA)	4,131	7,590.75	1,408.85	8,999.60
Other (Specify) (FUTA)	357	843.42	156.54	999.96
Sub-Total Fringe Benefits	42,110	36,485.25	5,557.13	42,042.39

Occupancy / Facility Cost

	Budget TANF-JET	YTD Thru Jun-12	Current Month Jul-12	YTD Thru Jul-12
Rent 645 Griswold, Detroit, MI 48226	210,870	149,991.34	8,011.00	158,002.34
Utilities	78,813	51,278.85	826.33	52,105.18
Security/Maintenance - Agnew	22,048	10,846.70	1,598.55	12,445.25
Office Telephone/Lease	15,624	31,277.32	2,415.89	33,693.21
Property/Liability Insurance	16,000	11,532.54	3,523.00	15,055.54
Contractual Services		23,450.00	0.00	23,450.00
Storage Expenses		16,740.50	140.00	16,880.50
Sub-Total Occupancy/Facility Cost	343,355	295,117.25	16,514.77	311,632.02

Travel Expenses

Mileage	1,100		210.50	210.50
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2000 x \$.55/miles# of Staff Members Using 4

Staff Parking	1,800	620.00	390.00	1,010.00
Sub-Total Travel	2,900	620.00	600.50	1,220.50

Supplies & Materials

Office supplies & Materials	8,000	5,627.56	381.81	6,009.37
Supportive Service,(Incentives, ceremonies, etc)				0.00
				0

Sub-Total Supplies & Materials	8,000	5,627.56	381.81	6,009.37
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Equipment / Lease

Equipment Maint / Repair	1,000	1,236.96	0.00	1,236.96
Copiers/Telephone Lease				0.00
Vehicle Insurance				0.00
Vehicle Maintenance/Repair	3,000	996.05	246.09	1,242.14
Van Maintenance (Gasoline & Oil)	1,200			0.00
Sub-Total Equipment	5,200	2,233.01	246.09	2,479.10

Other Expenses

Payroll Fees	3,900	898.90	180.00	1,078.90
Guest Speakers / Seminar Leaders				0.00
Contractual /Consultation - MIS	12,000	19,571.26	1,482.16	21,053.42
Legal Services	5,000	2,000.00	2,000.00	4,000.00
Publications/Subscriptions/Printing/Advertising				0.00
Training & Technical Assistance				0.00
General Liability & Theft Bonding Insurance				0.00
Other Accounting Services	1,000	1,000.00	1,000.00	2,000.00
Sub-Total Other Expenses	21,900	23,470.16	4,662.16	28,132.32

Sub Total Direct Client / Program Cost	862,666	792,515.14	87,642.11	790,157.26
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Total Direct Client / Program Cost	862,666	792,515.14	87,642.11	790,157.26
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POSITION TITLE	RPH	Hours	Budget TANF-JET	YTD Thru Jul-12	Current Month Jul-12	YTD Thru Jul-12
<u>Info Tech</u>						
M.I.S. - Wade			23,150	12,364.19	3,001.12	15,365.31
M.I.S. - Grove			26,208	15,684.48	1,914.06	17,598.54
M.I.S. - Edmondson			19,292	4,047.91	1,047.80	5,095.71
Salary Info Tech			68,650	32,096.58	5,962.98	38,059.56
<u>Fringe Benefits</u>						
F.I.C.A.			5,252	2,455.38	456.17	2,911.55
Worker's Compensation						-
Health & Welfare Ins.						-
Retirement / Pension						-
Unemployment Ins. (SUTA)			729	868.60	161.00	1,027.60
Other (Specify) (FUTA)/Disability			63	96.29	17.89	114.18
Sub-Total Fringe Benefits			6,044	3,418.27	635.06	4,053.33
Sub Total Info Tech			74,694	35,514.85	6,598.04	42,112.89
Profit (Indicate the percentage)			-	-	-	0.00
Total Information Technology			74,694	35,514.85	6,598.04	42,112.89

	Budget <u>TANF-JET</u>	YTD Thru Jun-12	Current Month Jul-12	YTD Thru Jul-12
WorkFirst Invoice Summary - February 1, 2012 - February 28, 2012				
Direct Administration	112,530	95,259.45 0.00	18,579.39	113,838.84
Direct Client/ Program Cost	862,666	702,515.14	87,642.11	790,157.26
Information Technology	74,694	35,514.85	6,598.04	42,112.89
Grand Total	1,049,890	833,289.43	112,819.54	946,108.99

TWW Employment Solutions, LLC
Salaries Wages Summary
TANF-JET Invoice-July
2012

Administrative Cost	%	ADJUSTMENT		PAY PERIOD		PROJECTED PAY PERIOD	MONTH TOTAL
		DATE	DATE	PPE 7/15-7/28	PPE 7/29-8/1		
Current Employees							
Handerson, Terrie W.							
Rickett W.				321.60	543.20		964.80
Banks, Mona							
Scales B				1,600.00	1,600.00		4,800.00
Financial Services Accountant							
Financial Services Assistant				685.69	610.56		1,988.83
Total Administrative		3.58	2,286.69	2,532.16	2,932.20		7,763.63

Direct Client Services							
Current Employees		%	DATE	DATE	PAY PERIOD	PROJECTED	MONTH TOTAL
			7/6/2012	7/17/2012	PPE 7/15-7/28 PPE 7/28-8/1	8/17/2012	
Aldridge, Jr. Daniel	Case Manager II	1,440.00	1,620.00	1,620.00	1,440.00	-	6,120.00
Bennett, Gary	Case Manager	(166.14)	1,102.50	1,008.00	1,152.00	-	3,096.36
Bhatt, Nita	Case Mgr/Training Retention/Triage Specialist	\$4.80	1,250.00	951.60	1,280.00	-	3,536.40
Clark, Karen	Receptionist/Clerk	92.62	926.26	833.63	926.25	-	2,778.76
Clay, Ada	Director, Case Management	-	2,000.00	2,000.00	2,000.00	-	6,000.00
Cuffie, Robert	Case Mgr/ Facilitator	(28.20)	1,405.00	1,170.00	1,280.00	-	3,826.80
Henderson, Terria	Executive Director	-	5,100.80	1,500.80	1,500.80	-	8,102.40
Jackson, Kenneth	Case Manager I	(150.80)	1,348.40	1,140.00	1,280.00	-	3,617.60
Jackson, Derrick	Job Coach/Job Developer	35.64	1,227.06	954.00	1,152.00	-	3,368.70
Jacobs, Al	Job Coach/Job Developer	(905.28)	416.00	677.28	896.00	-	1,084.00
Rogers, Adelle	Case Manager II	962.12	1,617.88	946.00	1,376.00	-	4,902.00
Sparks, Sparks Professional Services	Program Service Coordinator	-	-	-	-	-	-
Walker, A.T.	Program Service Coordinator	-	-	1,500.00	-	-	1,500.00
Weathers, James	Director	-	4,464.00	1,664.00	1,664.00	-	7,792.00
Young, Elizabeth	Supportive Services	(557.70)	646.43	312.65	540.80	-	942.18
Felton, Jeffery	Administrative Asst.	96.30	487.62	481.65	507.00	-	1,572.57
Evans, M/Anderson, D	Driver - Participant Transportation	-	-	-	-	-	-
	Case Manager/ Employment Retention	159.00	556.50	578.63	145.75	-	1,439.88
	Case Manager/ Social Worker	-	-	-	-	-	-

Total Direct	PROJECTED				MONTH TOTAL
	DATE	DATE	PAY PERIOD	PAY PERIOD	
			PPE 7/15-7/28	PPE 7/29-8/11	
%	7/6/2012	7/20/2012	8/3/2012	8/17/2012	
	131.17	1,025.55	826.80	1,017.60	3,001.12
Wade, Andrea	97.56	531.00	745.50	540.00	1,914.06
Groves, Dorothea	(422.50)	490.10	490.10	490.10	1,047.80
Edmondson, Trana					
Total (ITC)	(193.77)	2,046.65	2,062.40	2,047.70	6,962.98
Grand Totals	842.17	28,500.79	21,932.80	22,120.50	73,396.26

Jobs Education and Training (JET) - TANF

Expenditure Report

Detroit Workforce Development Department

707 W. Milwaukee

Detroit, Michigan 48202

I. IDENTIFICATION

1. Agency Name: TWW Employment Solutions, LLC					
Address: 645 Griswold #2200					
City: Detroit					
State: Michigan					
Zip Code: 48226					
2. Fund Source	3. Invoice Number	4. Federal I.D. #	5a. CPO Number	5b. SPO Number	
TANF-JET	DWDDTWWSJET08/12	61-1494462	2854040		
6. Report Period	7. Report Quarter	8. Report Type	9. Contact Person		
From: August 1, 2012	<input type="checkbox"/> October-December	<input checked="" type="checkbox"/> Original	Terrie W. Henderson		
To: August 31, 2012	<input type="checkbox"/> January-March	<input type="checkbox"/> Revised	10. Phone Number		
	<input type="checkbox"/> April-June		1-(313) 963-8382		
	<input checked="" type="checkbox"/> July-September				

II. GRANT EXPENDITURES

(1) COST CATEGORIES	(2) Budget	(3) Expended This Period	(4) Cumulative Expended
(a) Direct Client Services			
(1) Work Subsidies			
(2) Education and Training Activities			
(3) Other Work Activities	966,789	\$ 103,376.01	\$ 1,007,372.11
(b) Supportive Services			\$ -
(c) Information Technology/Computerization	83,101	\$ 3,738.77	\$ 45,851.66
(d) Total Expenditures	1,049,890	\$ 107,114.78	\$ 1,053,223.77

III. PROGRAM INCOME

	This Period	Year-To-Date
(a) Program Income Earned	\$ -	\$ -
(b) Program Income Expended	\$ -	\$ -

IV. INTEREST INCOME

(a) Interest Earned	\$ -	\$ -
(b) Interest Retained	\$ -	\$ -
(c) Interest Remitted	\$ -	\$ -

V. REMARKS

Revised because all of the Cumulative Expended Numbers were not carried over to the column titled YTD thru June-12

VI. CERTIFICATION

I certify to the best of my knowledge and belief, the information provided is true and accurate.

Signature:



Typed Name and Title: Terrie W. Henderson, President

Date: 09/2012

TWW Solutions, LLC
Budget 10/01/11- 09/30/12
TANF- JET GF/GP Budget / Invoice

POSITION TITLE	RPH	Hours	Budget TANF-JET	YTD Thru Jul-12	Current Month Aug-12	YTD Thru Aug-12
Managerial						
Executive Director - Henderson	Salary		24,960	14,793.60	1,286.40	16,080.00
Total Managerial			24,960	14,793.60	1,286.40	16,080.00
Financial Administration						
Financial Services Accountant - Rickett			20,280	16,000.00	-	16,000.00
Financial Services Accountant - Banks			41,600	34,600.00	4,000.00	38,600.00
Financial Services Assistant - Scales			12,058	17,268.19	1,251.06	18,519.25
Total Financial Administration			73,938	67,868.19	5,251.06	73,119.25
Total Administrative			98,898	82,661.79	6,537.46	89,199.25
Fringe Benefits						
F.I.C.A.			4,105	5,099.61		5,099.61
Worker's Compensation						-
Health & Welfare Ins.					0.00	-
Retirement / Pension						-
Unemployment Ins. (SUTA)			486	1,799.88		1,799.88
Other (Specify) (FUTA)/Disability			42	199.98		199.98
Sub-Total Fringe Benefits			4,633	7,099.47	-	7,099.47
Occupancy / Facility Cost						
Rent						0.00
Building maintenance						0.00
Sub-Total Facility Cost			0	0	0	0
Supplies & Materials						
Office supplies & Materials			0	0.00	0.00	0.00
Printing Supplies & Materials			0	0	0	0
Sub-Total Supplies & Materials			0	0	0	0
Equipment						
Purchase (anything>\$500)						
Lease (Copier, Telephone)						
Copiers \$650/mo. x 1 mo x 2.5% (lease)						0.00
Telephone						-
Maintenance						
Sub-Total Equipment			0	0	0	0

Other Expenses

Communication

Base telephone rate \$500 mo.

0.00

Payroll Fees

0.00

Accounting (Tax prep, Budget, consulting services & audit)

9,000

24,077.58

24,500.00

48,577.58

Consultation

Sub Total Other Expenses

9,000

24,078

24,500.00

48,578

Total Administration

112,530

113,839

31,037.46

144,876.30

Profit (Indicate the percentage)

0.00

Total Administration & Profit

112,530

113,838.84

31,037.46

144,876.30

*

Salary/WagePOSITION TITLE

YTD

Current

YTD

Month

Month

Thru

Jul-12

Aug-12

Aug-12

Executive Director - Henderson

31,200

73,318.40

6,609.40

79,927.80

Director (Program) - Weathers

43,680

69,072.00

6,136.00

75,208.00

Director, Case Management - Clay

52,000

46,000.00

5,000.00

51,000.00

Program Service Coordinator - Sparks

3,360

2,880.00

-

2,880.00

Program Service Coordinator - Walker

22,680

16,489.26

1,500.00

17,989.26

Case Manager - Aldridge, Jr.

32,760

21,937.50

3,960.00

25,897.50

Case Manager - Rogers

31,304

22,653.31

3,278.75

25,932.06

Case Manager- Jackson

29,120

15,259.40

2,790.00

18,049.40

Case Manager - Bennett

29,120

22,695.77

3,509.40

26,205.17

Case Manager - Cuffie

29,120

26,513.00

2,210.00

28,723.00

Case Manager/Triage Specialist-Bhatt

29,120

21,202.00

3,043.80

24,245.80

Job Developer - Jacobs

29,952

16,809.76

2,190.72

19,000.48

Job Developer - Jackson, D

29,952

17,792.40

531.00

18,323.40

Supportive Services - Young

14,061

10,712.10

1,212.58

11,924.68

Case Manager/Retention - Evans/Anderson

11,024

2,234.88

-

2,234.88

Receptionist/Clerk - Clark

20,748

10,366.91

2,094.76

12,461.67

Administrative Assistant - Felton

2,704.87

228.15

2,933.02

Driver - Vacant

-

SUB-TOTAL DIRECT TRAINING SALARIES

439,201

398,641.56

44,294.56

442,936.12

Fringe Benefits

F.I.C.A.

29,621

25,498.83

0.00

25,498.83

Worker's Compensation -

8,000

6,544.00

0.00

6,544.00

Health & Welfare Ins.

0.00

Retirement / Pension

0.00

Unemployment Ins. (SUTA)

4,131

8,999.60

0.00

8,999.60

Other (Specify) (FUTA)

357

999.96

0.00

999.96

Sub-Total Fringe Benefits

42,116

42,042.39

0.00

42,042.39

Occupancy / Facility CostBudget
TANF-JET

YTD

Current

YTD

Thru

Month

Thru

Jul-12

Aug-12

Aug-12

Rent 645 Griswold, Detroit, MI 48226

210,870

158,002.34

13,630.00

171,632.34

Utilities

78,813

52,105.18

3,648.00

55,753.18

Security/Maintenance - Agnew

22,048

12,445.25

934.30

13,379.55

Office Telephone/Lease

15,624

33,693.21

5,718.00

39,411.21

Property/Liability Insurance

16,000

15,055.54

944.46

16,000.00

Contractual Services

23,450.00

0.00

23,450.00

Storage Expenses

16,680.50

280.00

17,160.50

Sub-Total Occupancy/Facility Cost

343,355

311,632.02

25,154.76

336,786.78

Travel Expenses

Sheet2

TWW Employment Solutions, LLC. TANF-JET BUDGET
Invoice August 2012

Page 3

Mileage	1,100	210.50		210.50
2000 x \$.55/miles				
# of Staff Members Using <u>4</u>				-
Staff Parking	1,800	1,010.00	150.00	1,160.00
Sub-Total Travel	2,900	1,220.50	150.00	1,370.50
<u>Supplies & Materials</u>				
Office supplies & Materials	8,000	6,009.37	390.00	6,399.37
Supportive Service,(Incentives, ceremonies, etc)				0.00
				0
Sub-Total Supplies & Materials	8,000	6,009.37	390.00	6,399.37
<u>Equipment / Lease</u>				
Equipment Maint / Repair	1,000	1,236.96	0.00	1,236.96
Copiers/Telephone Lease				0.00
Vehicle Insurance				0.00
Vehicle Maintenance/Repair	3,000	1,242.14	0.00	1,242.14
Van Maintenance (Gasoline & Oil)	1,200			0.00
Sub-Total Equipment	5,200	2,479.10	-	2,479.10
<u>Other Expenses</u>				
Payroll Fees	3,900	1,078.90	755.00	1,833.90
Guest Speakers / Seminar Leaders				0.00
Contractual /Consultation - MIS	12,000	21,053.42	594.23	21,647.65
Legal Services	5,000	4,000.00	1,000.00	5,000.00
Publications/Subscriptions/Printing/Advertising				0.00
Training & Technical Assistance				0.00
General Liability & Theft Bonding Insurance				0.00
Other Accounting Services	1,000	2,000.00	0.00	2,000.00
Sub-Total Other Expenses	21,900	28,132.32	2,349.23	30,481.55
Sub Total Direct Client / Program Cost	862,666	790,157.26	72,338.55	862,495.81
Total Direct Client / Program Cost	862,666	790,157.26	72,338.55	862,495.81

<u>POSITION TITLE</u>	<u>RPH</u>	<u>Hours</u>	<u>Budget</u> <u>TANF-JET</u>	<u>YTD</u> <u>Thru</u> <u>Jul-12</u>	<u>Current</u> <u>Month</u> <u>Aug-12</u>	<u>YTD</u> <u>Thru</u> <u>Aug-12</u>
<u>Info Tech</u>						
M.I.S.- Wade			23,150	15,365.31	1,381.63	16,746.94
M.I.S.- Grove			26,208	17,598.54	1,275.54	18,874.08
M.I.S.- Edmondson			19,292	5,095.71	1,081.60	6,177.31
Salary Info Tech			68,650	38,059.56	3,738.77	41,798.33
<u>Fringe Benefits</u>						
F.I.C.A.			5,252	2,911.55	-	2,911.55
Worker's Compensation						-
Health & Welfare Ins.						-
Retirement / Pension						-
Unemployment Ins. (SUTA)			729	1,027.60		1,027.60
Other (Specify) (FUTA)/Disability			63	114.18		114.18
Sub-Total Fringe Benefits			6,044	4,053.33	0.00	4,053.33
Sub Total Info Tech			74,694	42,112.89	3,738.77	45,851.66
Profit (Indicate the percentage)			-	-	-	0.00
Total Information Technology			74,694	42,112.89	3,738.77	45,851.66

	Budget <u>TANF-JET</u>	YTD Thru Jul-12	Current Month Aug-12	YTD Thru Aug-12
WorkFirst Invoice Summary - February 1, 2012 - February 28, 2012				
Direct Administration	112,530	113,838.84	31,037.46	144,876.30
Direct Client/ Program Cost	862,666	790,157.26	72,338.55	862,495.81
Information Technology	74,694	42,112.89	3,738.77	45,851.66
				.
Grand Total	1,049,890	946,108.99	107,114.78	1,053,223.77

TWW Employment Solutions, LLC
Salaries Wages Summary
TANF-JET Invoice-August
2012

Administrative Cost

Current Employees	PAY PERIOD PPE 7/15-7/28	PAY PERIOD PPE 7/29-8/11	PAY PERIOD PPE 8/12-8/25	PAY PERIOD PPE 8/26-8/31	PAY PERIOD PPE 9/4-9/14	MONTH TOTAL
Henderson, Terrie W.	-	-	643.20	321.60	321.60	1,286.40
Rickett W.	-	-	-	-	-	-
Banks, Mona	-	-	1,600.00	800.00	1,600.00	4,000.00
Scales B	-	3.31	346.75	265.00	636.00	1,251.06
Total Administrative	-	3.31	2,589.95	1,386.60	2,557.60	6,537.46

Direct Client Services

Current Employees	PAY PERIOD PPE 7/15-7/28	PAY PERIOD PPE 7/29-8/11	PAY PERIOD PPE 8/12-8/25	PAY PERIOD PPE 8/26-8/31	PAY PERIOD PPE 9/4-9/14	MONTH TOTAL
Aldridge, Jr. Daniel	-	360.00	1,800.00	720.00	1,080.00	3,960.00
Bennett, Gary	-	308.00	1,612.40	629.00	960.00	3,909.40
Bhatt, Nita	-	(14.60)	1,558.40	540.00	960.00	3,043.80
Clark, Karen	-	(92.62)	1,047.38	456.00	684.00	2,094.76
Clay, Ada	-	-	2,000.00	1,000.00	2,000.00	5,000.00
Cuffie, Robert	-	(145.00)	755.00	640.00	960.00	2,210.00
Henderson, Terrie	-	(195.00)	1,508.60	2,550.40	2,550.40	6,909.40
Jackson, Kenneth	-	(90.00)	1,385.00	640.00	960.00	2,790.00
Jackson, Derrick	-	21.28	889.44	512.00	768.00	2,190.72
Jacobs, Al	-	182.75	1,376.00	688.00	1,032.00	3,278.75
Rogers, Adelle	-	-	-	-	-	-
Sparks, Sparks Prof. Svc.	-	-	-	-	-	-
Walker, A.T.	-	-	1,664.00	2,236.00	1,500.00	5,400.00
Weathers, James	-	(63.37)	464.75	270.40	540.80	1,212.56
Young, Elizabeth	-	(84.50)	422.50	-	-	228.15
Felton, Jeffery	-	-	-	-	-	-
Evans, M/Anderson, D	-	-	-	-	-	-
Total Direct	(84.50)	161.59	17,104.47	10,881.80	16,231.20	44,294.56

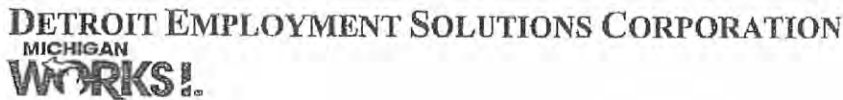
PROJECTED

Current Employees	PAY PERIOD PPE 7/15-7/28	PAY PERIOD PPE 7/29-8/11	PAY PERIOD PPE 8/12-8/25	PAY PERIOD PPE 8/26-8/31	PAY PERIOD PPE 9/4-9/14	MONTH TOTAL
Wade, Andrea	(151.05)	27.43	1,091.85	286.20	127.20	1,381.63
Groves, Dorothea	(3.00)	392.04	814.50	72.00	-	1,275.54
Edmondson, Treha	(67.60)	-	405.60	338.00	405.60	1,081.60
Total (ITC)	(221.65)	419.47	2,311.95	696.20	532.80	3,738.77

Grand Totals

(306.15)	504.37	22,006.37	12,964.60	19,321.60	54,570.79
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EXHIBIT E



707 W. MILWAUKEE
DETROIT, MICHIGAN 48202
PHONE (313) 876-0674
FAX (313) 664-5505
TTY NUMBER (800) 649-3777

October 9, 2012

Terrie Henderson
Executive Director
TWW Employment Solutions
645 Griswold, Suite 2200
Detroit, MI 48226

RE: **Contract Number 2854040 Closeout**

Dear Ms. Henderson:

We are in receipt of draft copies of the 2008 and 2010 audits for TWW and Associates. The audits have been reviewed by DESC fiscal staff as well as that of the State's Department of Fiscal and Audit Compliance. In order for the closeout process to be completed, it has been determined that the following outstanding issues must be resolved by **November 1, 2012**, before a final payment can be issued:

1. Receipt of the outstanding Single Audit Reports for fiscal years ending 2008 and 2010;
2. Receipt of the now past due 2011 Single Audit Report (due September 30, 2012); and
3. Release of all property and equipment purchased under all contracts

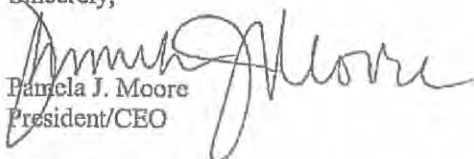
DESC will take the following actions in the timeframes below:

Action	Timelines
Complete a TWW facility walkthrough to inventory equipment for pickup	October 11, 2012
Retrieve all property and equipment purchased under all TANF contracts issued to date	October 15, 2012
Release of \$40,000 toward final payment	Upon receipt of all final past due Single Audit Reports for 2008, 2010, 2011 and property

Another option that we discussed in our last phone conversation which is still available, would be for TWW to grant DESC authorization to make payment directly to Greg Terrell CPA for the release of the final audits for 2008, 2010 and 2011. Any balance remaining from the \$52,600.56 owed, would continue to be withheld in order to pay for the 2012 audit which is due to DESC by September 30, 2013. Non-compliance will result in forfeiture of any remaining funds due to TWW as well as prohibiting future DESC grant awards and funding.

I look forward to discussing the above at your earliest convenience.

Sincerely,


Pamela J. Moore
President/CEO

PJM:sn

Equal Opportunity Employer/Program
Funded by The Michigan Department of Licensing & Regulatory Affairs
Workforce Development Agency
Auxiliary Aids and Services Available Upon Request to Individuals With Disabilities

EXHIBIT F



**GREGORY
TERRELL
& COMPANY**

Sherri C. Carter, CPA
Consultant

535 Griswold Street
Suite 2000
Detroit, Michigan 48226
Tel: 313/ 965-0500
Fax: 313/ 965-6976
scarter@gregoryterrell.com



535 Griswold Street • Suite 2000 • Detroit, Michigan 48226 • Tel: 313/ 965-0500 • Fax: 313/ 965-6976

**GREGORY
TERRELL
& COMPANY**

September 6, 2012

Ms. Terrie W. Henderson, President
TWW Employment Solutions, LLC
645 Griswold Street, Suite 2200
Detroit, MI 48226

Dear Ms. Henderson:

We have completed program specific grant audits for TWW & Associates, Inc. covering the years ended September 30, 2008 and 2010, and issued draft reports to you on August 31, 2012. In addition to the September 30, 2008 and 2010 draft audit reports, we issued a draft letter that indicates that no audit is required for the year ended September 30, 2009, based upon our review of the audit requirements outlined in your contract with the City of Detroit and confirmation of the sources of contract funding provided by the City of Detroit.

We will deliver final audit reports for fiscal 2008 and 2010 upon receipt of full payment of our invoices.

Please advise us as to whether you want our firm to perform audits for the year ended September 30, 2011 and for the contract close-out period ending in 2012. We believe that these audits should be conducted as soon as possible, while TWW Employment Solutions has the resources in place to provide documents and other information required for the completion of such audits.

Very truly yours,
GREGORY TERRELL & COMPANY

Gregory Terrell, CPA
Managing Director

TWW & ASSOCIATES, INC.

DETROIT WORKFORCE DEVELOPMENT - CONTRACT NO. 2754533

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS

FOR THE YEAR ENDED SEPTEMBER 30, 2008

TOGETHER WITH INDEPENDENT AUDITORS' REPORTS

DRAFT

TWW & ASSOCIATES, INC.
DETROIT WORKFORCE DEVELOPMENT – CONTRACT NO. 2754533
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED SEPTEMBER 30, 2008

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Independent Auditors' Report on Financial Statement Performed in Accordance With Government Auditing Standards	1
Schedule of Expenditures of Federal Awards	2
Notes to Schedule of Expenditures of Federal Awards	3
Independent Auditors' Report on Compliance with Requirements Applicable to each Federal Program and on Internal Control over Compliance	4-5
Schedule of Findings and Questioned Costs	6-8
Status of Prior Year Findings and Questioned Costs	9

**GREGORY
TERRELL
& COMPANY****INDEPENDENT AUDITORS' REPORT ON FINANCIAL STATEMENT PERFORMED IN
ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS**

To the Board of Directors of
TWW & Associates, Inc.

We have audited the accompanying schedule of expenditures of federal awards for the Temporary Assistance for Needy Families (TANF) program of TWW & Associates, Inc. performed under Detroit Workforce Development - Contract No. 2754533 for the year ended September 30, 2008. This financial statement is the responsibility of TWW & Associates, Inc.'s management. Our responsibility is to express an opinion on the financial statement of this program based on our audit.

We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States; and OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organization. Those standards and OMB Circular A-133 require that we plan and perform the audit to obtain reasonable assurance about whether the financial statement is free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statement. An audit also includes assessing the accounting principles used and the significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinion.

In our opinion, the schedule of expenditures of federal awards referred to above presents fairly, in all material respects, the expenditures of federal awards under the TANF program performed under Detroit Workforce Development - Contract No. 2754533, in conformity with accounting principles generally accepted in the United States of America.

GREGORY TERRELL & COMPANY
Certified Public Accountants

August 28, 2012

TWW & ASSOCIATES, INC.
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED SEPTEMBER 30, 2008

<u>Federal Grantor/ Pass-through Grantor/ Program Title</u>	<u>CFDA Number</u>	<u>Grant Award</u>	<u>Expenditures</u>
DEPARTMENT OF HEALTH AND HUMAN SERVICES			
<u>Passed through:</u>			
Detroit Workforce Development			
Temporary Assistance For Needy Families	93.558	\$ 500,000	\$ 500,000
TOTAL FEDERAL FINANCIAL ASSISTANCE			\$ 500,000

See Notes to Schedule of Expenditures of Federal Awards.

TWW & ASSOCIATES, INC
NOTES TO SCHEDULE OF EXPEDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED SEPTEMBER 30, 2008

(1) **NATURE OF ACTIVITIES**

TWW & Associates, Inc. is a Michigan for-profit corporation created to provide educational and human resource services in the City of Detroit and the State of Michigan. The Corporation's mission is to provide innovative training services to companies in the State and to fulfill their human resource needs. The Corporation's customers are referred by the Department of Human Services who find themselves in transition from welfare to work and employing as well as encouraging non-custodial parents to be active participants in their children's lives. The Corporation provides basic skill training, career development services, job search activities, job placement services, supportive services, and case management.

(2) **BASIS OF ACCOUNTING**

The accompanying Schedule of Expenditures of Federal Awards is presented using the accrual basis of accounting.



335 Griswold Street • Suite 2000 • Detroit, Michigan 48226 • Tel: 313/ 965-0500 • Fax: 313/ 965-6976

**GREGORY
TERRELL
& COMPANY**

To the Board of Directors of
TWW & Associates, Inc.

Compliance

We have audited TWW & Associates, Inc. compliance with the types of compliance requirements described in the *U.S. Office of Management and Budget (OMB) Circular A-133 Compliance Supplement* that could have a direct and material effect on its Temporary Assistance for Needy Families (TANF) program for the year ended September 30, 2008. Compliance with the requirements of laws, regulations, contracts and grants applicable to its major federal programs is the responsibility of TWW & Associates, Inc.'s management. Our responsibility is to express an opinion on TWW and Associates, Inc.'s compliance based on our audit.

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and OMB Circular A-133, Audit of States, Local Governments, and Non-Profit Organizations. Those standards and OMB Circular A-133 require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on the TANF program occurred. An audit includes examining, on a test basis, evidence about TWW & Associates, Inc.'s compliance with those requirements and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion. Our audit does not provide a legal determination on TWW & Associates, Inc.'s compliance with those requirements.

In our opinion, TWW & Associates, Inc. complied, in all material respects, with the requirements referred to above that are applicable to its TANF program performed under Detroit Workforce Development – Contract No. 2754533, for the year ended September 30, 2008. However, the results of our auditing procedures disclosed instances of noncompliance with those requirements, which is described in accompanying schedule of findings and questioned costs as items 2008-1.

Internal Control Over Compliance

The management of TWW & Associates, Inc. is responsible for establishing and maintaining effective internal control over compliance with requirements of laws, regulations, contracts, and grants applicable to federal programs. In planning and performing our audit, we considered TWW & Associates, Inc.'s internal control over compliance with requirements that could have a direct and material effect on its TANF program to determine the auditing procedures for the purpose of expressing our opinion on compliance and to test and report on internal control over compliance in accordance with OMB Circular A-133, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of TWW & Associates, Inc.'s internal control over compliance.

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis.

Our consideration of the internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be deficiencies, significant deficiencies, or material weaknesses in internal control over compliance. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above.

TWW & Associates, Inc.'s responses to the findings identified in our audit are described in the accompanying schedule of findings and questioned costs. We did not audit TWW & Associates, Inc.'s responses and, accordingly, we express no opinion on the responses.

This report is intended solely for the information of management, City of Detroit Workforce Development, and federal awarding agencies and pass-through entities and is not intended to be and should not be used by anyone other than these specified parties.

GREGORY TERRELL & COMPANY
Certified Public Accountants

August 28, 2012

TWW & ASSOCIATES, INC
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
FOR THE YEAR ENDED SEPTEMBER 30, 2008

FEDERAL AWARD FINDINGS AND QUESTIONED COSTS

FINDING 2008-1: Placement and Retention

Federal Agency: U.S. Department of Health and Human Services

Pass-through Agency: Detroit Workforce Development

CFDA 93.558, Temporary Assistance For Needy Families

Contract number: 2754533; Program year October 1, 2007

Through September 30, 2008

Criteria: The Agency is required to achieve the placement and retention goals stipulated in the contract with the City of Detroit Workforce Development Department.

Condition: TWW & Associates placed 205 participants and achieved retention of 17 participants. The result was a shortfall of 635 participants in placement and 445 participants in retention.

Questioned Cost: -0-

Context: The unsubsidized employment placement goal was 840 participants (60% of enrollment) and the retention goal was 462 participants (55% of placement). We reviewed the work performance report produced by the State of Michigan and determined that both placement and retention %'s had not been met.

Effect: Failure to achieve the placement and retention requirements stipulated in the contract can and will jeopardize future funding for the program and may necessitate de-obligation of the funds under contract. Success in achieving or exceeding the placement and retention goals will warrant priority for additional funding for the program either during the current year or the next fiscal year, provided that sufficient funds are available.

TWW & ASSOCIATES, INC
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
FOR THE YEAR ENDED SEPTEMBER 30, 2008

FINDING 2008-1: Placement and Retention (cont.)

Cause:

Customers had inconsistent and poor attendance in the Work First Program; termination of customers for non-compliance diminished the number of customers; current economic conditions resulted in a decrease in hiring; over one half of customers enrolled had not obtained high school completion documentation.

Recommendation:

We recommend that management monitor placement and retention reports on a monthly basis to ensure that goals are on target and develop corrective action plans where deficiencies exist.

Management's Response:

The Agency is working diligently to maintain the placement and retention goal. A Corrective Action Plan and benchmarks were set and achieved that satisfied the grantor. The U.S. Economy suffered tremendously during the contract year, unemployment continued to rise, and customers did not have the requisite skills to compete within the job market. A pure job search contract mandated by DWDD was unrealistic for the educational level of customers. Several contractors requested DWDD to allow agencies to utilize Community Service/Work Experience components to address the training and work experience needs of customers. DWDD delayed the implementation of allowable activities of Community Service and Work Experience which affected the placement outcomes of several contractors. The contract did not project any carry-in participants; however, there were actually 391 carry-in of which 162 became employed and 74% maintained employment for 90 days. Carry-in and new enrollment consists of 391 and 1,148 customers respectively for a total of 1,184 customers and

TWW & ASSOCIATES, INC
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
FOR THE YEAR ENDED SEPTEMBER 30, 2008

FINDING 2008-1: Placement and Retention (cont.)

placements of 162 and 205 placements respectively for a total of 367 placements. Of thirteen (13) DWDD's job search contractors for the contract period ending September 30, 2008, TWW's placement performance for new enrollment exceeded four other contractors and TWW's 90 day retention performance exceeded seven other contractors. TWW's carry-in placement performance exceeded three other contractors and TWW's 90 day retention performance exceeded seven other contractors and was tied with the eighth contractor.

TWW & ASSOCIATES, INC
STATUS OF PRIOR YEAR FINDINGS AND QUESTIONED COSTS
FOR THE YEAR ENDED SEPTEMBER 30, 2008

SUMMARY OF PRIOR YEAR FINDINGS AND QUESTIONED COSTS

	<u>Description</u>	<u>Status</u>
Ref No. 07-1	The unsubsidized employment placement goal was 524 participants (60% of enrollment) and the retention goal was 288 participants (55% of placement). TWW fell below this requirement.	The Agency is working diligently to maintain the placement and retention goal. However, the goal for this program year was still below required levels.



**GREGORY
TERRELL
& COMPANY**
Buhl Building
535 Griswold - Suite 2000
Detroit, MI 48226
USA

INVOICE

Invoice Number: 9170
Invoice Date: 9/6/12
Page: 1

Voice: 313-965-0500

Fax: 313-965-6976

Bill To:

TWW Employment Solutions, LLC
645 Griswold Street
Suite 2200
Detroit, MI 48226
USA

Payment Terms	Due Date	P.O.
Net Due	9/6/12	

Description	Amount
Billing for professional services rendered in connection with the audit of TWW Employment Solutions, LLC for the year ended September 30, 2008:	15,000.00
Out of Pocket - (4% of engagement fee)	600.00
Less: paid retainer (Ck #14979) being applied to this invoice	-4,500.00

Subtotal	11,100.00
Payment/Credit Applied	
Total Invoice Amount	11,100.00
TOTAL	11,100.00

Thank you for your business.



535 Griswold Street • Suite 2000 • Detroit, Michigan 48226 • Tel: 313/ 965-0500 • Fax: 313/ 965-6976

**GREGORY
TERRELL
& COMPANY**

August 30, 2012

TWW & ASSOCIATES, INC.

Ms. Terri Henderson

President

645 Griswold, Suite 2200

Detroit, MI 48226

RE: Detroit Workforce Development Department and TWW & Associates, Inc. Contract # 2778474 dated January 13, 2009 for the contract period October 1, 2008 – September 30, 2009.

We have reviewed the contract referenced above and identified the audit requirement in Section XIII ; Item 6 regarding Annual Independent Audit Requirements.

This section states that "In accordance with 29 CFR 97.26 and 29 CFR 95.26, the Contractor shall comply with the requirement for an annual independent audit that applies to its organization, as indicated below:

- Private-for-profits (Commercial) organizations, sub-recipients who expend WIA Title I or WtW Federal Assistance of more than \$500,000 annually have an audit conducted as required by Section 667.200(b)(2)(ii) of the WIA regulations and Section 645.230(b)(3) of the WtW regulations, respectively.
- Non-profit institutions, states, local government, colleges, university, and hospitals that expend \$500,000 or more a year in Federal awards must have an annual audit performed in compliance with OMB Circular A-133, as revised June 27, 2003, mandated by the Single Audit Act.
- The audit report shall be completed and submitted no later than nine (9) months after the ending date of the Contractors fiscal year."

This concludes the audit requirements per the language in the contract.

Based on our review of the audit requirements outlined in the contract and receipt of written confirmation from the Detroit Workforce Development Department that none of the TWW & Associates contract expenditures were federal grant dollars, we have concluded that an audit of Contract #2778474 for the period October 1, 2008 to September 30, 2009 is not required.

Very Truly Yours,

GREGORY TERRELL & COMPANY

Gregory Terrell

DRAFT



GREGORY Buhl Building
TERRELL 535 Griswold - Suite 2000
 & COMPANY Detroit, MI 48226
 USA

INVOICE

Invoice Number: 9169

Invoice Date: 9/4/12

Page: 1

Voice: 313-965-0500

Fax: 313-965-6976

Bill To
TWW Employment Solutions, LLC 645 Griswold Street Suite 2200 Detroit, MI 48226 USA

Payment Terms	Due Date	P.O.
Net Due	9/4/12	

Description	Amount
Billing for professional services rendered in connection with the determination whether an audit would be required for 2009: Review of Contract, Meeting with Client and City Personnel, Confirmation to City whether Federal funds were received. Preparation of letter indicating based on the contract language and confirmation from the City a 2009 audit was not required.	2,500.00

Subtotal	2,500.00
Payment/Credit Applied	
Total Invoice Amount	2,500.00
TOTAL	2,500.00

Thank you for your business.

TWW & ASSOCIATES, INC.

DETROIT WORKFORCE DEVELOPMENT - CONTRACT NO. 2803891

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS

FOR THE YEAR ENDED SEPTEMBER 30, 2010

TOGETHER WITH INDEPENDENT AUDITORS' REPORTS

DRAFT

TWW & ASSOCIATES, INC.
DETROIT WORKFORCE DEVELOPMENT – CONTRACT NO. 2803891
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED SEPTEMBER 30, 2010

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**GREGORY
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**INDEPENDENT AUDITORS' REPORT ON FINANCIAL STATEMENT PERFORMED IN
ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS**

To the Board of Directors of
TWW & Associates, Inc.

We have audited the accompanying schedule of expenditures of federal awards for the TANF program of TWW & Associates, Inc. performed under Detroit Workforce Development - Contract No. 2803891 for the year ended September 30, 2010. This financial statement is the responsibility of TWW & Associates, Inc.'s management. Our responsibility is to express an opinion on the financial statement of this program based on our audit.

We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States; and OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organization. Those standards and OMB Circular A-133 require that we plan and perform the audit to obtain reasonable assurance about whether the financial statement is free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statement. An audit also includes assessing the accounting principles used and the significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinion.

In our opinion, the schedule of expenditures of federal awards referred to above presents fairly, in all material respects, the expenditures of federal awards under the TANF program performed under Detroit Workforce Development - Contract No. 2803891, in conformity with accounting principles generally accepted in the United States of America.

GREGORY TERRELL & COMPANY
Certified Public Accountants

August 28, 2012

TWW & ASSOCIATES, INC.
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED SEPTEMBER 30, 2010

<u>Federal Grantor/ Pass-through Grantor/ Program Title</u>	<u>CFDA Number</u>	<u>Grant Award</u>	<u>Expenditures</u>
DEPARTMENT OF HEALTH AND HUMAN SERVICES			
<u>Passed through:</u>			
Detroit Workforce Development			
Temporary Assistance For Needy Families	93.558	\$ 1,388,750	\$ 1,388,750
TOTAL FEDERAL FINANCIAL ASSISTANCE			\$ 1,388,750

See Notes to Schedule of Expenditures of Federal Awards.

TWW & ASSOCIATES, INC
NOTES TO SCHEDULE OF EXPEDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED SEPTEMBER 30, 2010

(1) **NATURE OF ACTIVITIES**

TWW & Associates, Inc. is a Michigan for-profit corporation created to provide educational and human resource services in the City of Detroit and the State of Michigan. The Corporation's mission is to provide innovative training services to companies in the State and to fulfill their human resource needs. The Corporation's customers are referred by the Department of Human Services who find themselves in transition from welfare to work and employing as well as encouraging non-custodial parents to be active participants in their children's lives. The Corporation provides basic skill training, career development services, job search activities, job placement services, supportive services, and case management.

(2) **BASIS OF ACCOUNTING**

The accompanying Schedule of Expenditures of Federal Awards is presented using the accrual basis of accounting.



GREGORY TERRELL & COMPANY

REPORT ON COMPLIANCE WITH REQUIREMENTS APPLICABLE TO EACH FEDERAL PROGRAM AND ON INTERNAL CONTROL OVER COMPLIANCE

To the Board of Directors of
TWW & Associates, Inc.

Compliance

We have audited the compliance of TWW & Associates, Inc. with the types of compliance requirements described in the *U.S. Office of Management and Budget (OMB) Circular A-133 Compliance Supplement* that are applicable to the TANF program for the year ended September 30, 2010. Compliance with the requirements of laws, regulations, contracts and grants applicable to its major federal programs is the responsibility of TWW & Associates, Inc.'s management. Our responsibility is to express an opinion on TWW and Associates, Inc.'s compliance based on our audit.

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America, the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States; and OMB Circular A-133, *Appendix C, State, Local Governments, and Non-Profit Organizations*. Those standards and OMB Circular A-133 require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on the TANF program occurred. An audit includes examining, on a test basis, evidence about TWW & Associates, Inc.'s compliance with those requirements and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion. Our audit does not provide a legal determination on TWW & Associates, Inc.'s compliance with those requirements.

In our opinion, TWW & Associates, Inc. complied, in all material respects, with the requirements referred to above that are applicable to its TANF program performed under Detroit Workforce Development – Contract No. 2803891, for the year ended September 30, 2010. However, the results of our auditing procedures disclosed instances of noncompliance with those requirements, which is described in accompanying schedule of findings and questioned costs as item 2010-1.

Internal Control Over Compliance

The management of TWW & Associates, Inc. is responsible for establishing and maintaining effective internal control over compliance with requirements of laws, regulations, contracts, and grants applicable to federal programs. In planning and performing our audit, we considered TWW & Associates, Inc.'s internal control over compliance with requirements that could have a direct and material effect on its TANF program to determine the auditing procedures for the purpose of expressing our opinion on compliance and to test and report on internal control over compliance in accordance with OMB Circular A-133, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of TWW & Associates, Inc.'s internal control over compliance.

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis.

Our consideration of the internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be deficiencies, significant deficiencies, or material weaknesses in internal control over compliance. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above.

TWW & Associates, Inc.'s responses to the findings identified in our audit are described in the accompanying schedule of findings and questioned costs. We did not audit TWW & Associates, Inc.'s responses and, accordingly, we express no opinion on the responses.

This report is intended solely for the information of management, City of Detroit Workforce Development, and federal awarding agencies and pass-through entities and is not intended to be and should not be used by anyone other than these specified parties.

GREGORY TERRELL & COMPANY
Certified Public Accountants

August 28, 2012

TWW & ASSOCIATES, INC
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
FOR THE YEAR ENDED SEPTEMBER 30, 2010

FEDERAL AWARD FINDINGS AND QUESTIONED COSTS

FINDING 2010-1: Placement and Retention

Federal Agency: U.S. Department of Health and Human Services

Pass-through Agency: Detroit Workforce Development

CFDA 93.558, Temporary Assistance For Needy Families

Contract number: 2803891; Program year October 1, 2009

Through September 30, 2010

Criteria:

The Agency is required to achieve the required placement and retention goals stipulated in the contract with the City of Detroit Workforce Development Department.

Condition:

TWW & Associates placed 343 participants and achieved retention of 58 participants. The result was a shortfall of 497 participants in placement and 404 participants in retention.

Questioned Cost:

-0-

Context:

The unsubsidized employment placement goal was 840 participants (60% of enrollment) and the retention goal was 462 participants (55% of placement). We reviewed the work performance report produced by the State of Michigan and determined that both placement and retention %'s had not been met.

Effect:

Failure to achieve the placement and retention requirements stipulated in the contract can and will jeopardize future funding for the program and may necessitate de-obligation of the funds under contract. Success in achieving or exceeding the placement and retention goals will warrant priority for additional funding for the program either during the current year or the next fiscal year, provided that sufficient funds are available.

TWW & ASSOCIATES, INC
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
FOR THE YEAR ENDED SEPTEMBER 30, 2010

FEDERAL AWARD FINDINGS AND QUESTIONED COSTS

FINDING 2010-1: Placement and Retention (cont.)

Cause: Customers had inconsistent and poor attendance in the Work First Program; termination of customers for non-compliance diminished the number of customers; current economic conditions resulted in a decrease in hiring; over one-half of customers enrolled had not obtained high school completion documentation

Recommendation: We recommend that management monitor placement and retention reports on a monthly basis to ensure that goals are on target and develop corrective action plans where deficiencies exist.

Management's Response: The Agency is working diligently to maintain the placement and retention goal. A Corrective Action Plan and benchmarks were set and achieved that satisfied the grantor. The U.S. Economy continued to suffer, unemployment continued to rise above the national average, and customers did not have requisite skills to compete within the job market. DWDD attempted to address educational issues with implementation of Remediation contracts with four providers; however, the enrollment process for customers to attend classroom training and/or remediation contractors was cumbersome and less effective than needed. During the contract implementation, contractors were finally authorized to begin to offer Community Services/Work Experience activities to customers. Of the twelve (12) job search contractors for the period ending September 30, 2010, TWW's placement performance for new enrollments exceeded six contractors.

TWW & ASSOCIATES, INC
STATUS OF PRIOR YEAR FINDINGS AND QUESTIONED COSTS
FOR THE YEAR ENDED SEPTEMBER 30, 2010

SUMMARY OF PRIOR YEAR FINDINGS AND QUESTIONED COSTS

Description	Status
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No single audit requirement in prior year.

DRAFT

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INVOICE

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TWW Employment Solutions, LLC
 645 Griswold Street
 Suite 2200
 Detroit, MI 48226
 USA

Description	Amount
Billing for professional services rendered in connection with the audit of TWW Employment Solutions, LLC for the year ended September 30, 2010:	15,000.00
Out of Pocket Expenses - (4% of engagement fee)	600.00
Less: paid retainer (Ck #7398) being applied to this invoice	-5,000.00
Subtotal	10,600.00
Payment/Credit Applied	
Total Invoice Amount	10,600.00
TOTAL	10,600.00

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