

ASSURANCES, CERTIFICATIONS, AND STIPULATIONS

Instructions: The Assurances, Certifications, and Stipulations are a compendium of federal and state statutes, acts, and regulations, both program and fiscal, giving the terms and conditions in contractual boilerplate format regulating the employment and training programs and funding sources administered through the Michigan Department of Labor and Economic Opportunity, Workforce Development (LEO-WD). The topics, in broad form, and the general manner by which the Michigan Works! System Plan is to be administered, and monitored for the Calendar Year (CY) 2026, and through the agreement term, and the legal rights and responsibilities of WD and the sub-state parties to the MWSP, are listed as well.

The contractor/subrecipient and Michigan Works! agency agree to the acknowledgement of and adherence to each and all of the assurances, certifications, and stipulations given in this attachment, and all stipulations of the LEO-WD Policy Issuance 26-02, and subsequent changes, for CY 2026, the Period of January 1, 2026 through December 31, 2026, and through the remainder of the term of the agreement.

ASSURANCES AND CERTIFICATIONS

WIOA requires, for all programs receiving financial assistance under Title I, the following assurances:

As a condition of the funding from LEO-WD under WIOA Title I, the contractor/subrecipient assures that from January 1, 2026 through December 31, 2026, and through the remainder of the term of the agreement, it will comply with the non-discrimination and equal opportunity provisions of the following laws:

- Section 188 of WIOA, which prohibits discrimination against all individuals in the United States (U.S.) on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief; and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the U.S. or participation in any WIOA Title I financially assisted program or activity.
- Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color, and national origin.
- Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities.
- The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age.
- Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

The contractor/subrecipient also assures that it complies, and will continue to comply, with all regulations implementing the laws listed above. The contractor/subrecipient understands that the U.S. has the right to seek judicial enforcement of this assurance.

1. In connection with the performance of work, the WDB and CEOs further agree or certify that the MWAs will comply with the following:
 - a. Nondiscrimination provisions and other requirements at 41 Code of Federal Regulation [CFR] Chapter 60
 - b. Rehabilitation Act of 1973, as amended, Section 503 (29 United States Code [USC] 793), Public Law (PL) 93-112
 - c. Americans with Disabilities Act of 1990 (42 USC 12101 et seq.), PL 101-336
 - d. Pregnancy Discrimination Act of 1978 (92 Statute 2076), PL 95-555
 - e. Civil Rights Act of 1964, Title VII (42 USC 2000 et seq.), PL 88-352
 - f. Civil Rights Act of 1968, Title VIII (42 USC 300 et seq.), PL 90-284
 - g. Civil Rights Restoration Act of 1991 (20 USC 1686-1688, 29 USC 706 and 709, 42 USC 2000[d]-4[a] and 6107), PL 100-259
 - h. Affirmative Action Provisions of the Vietnam Era Veterans' Readjustment Assistance Act, as amended (38 USC 4211 and 4212), PL 72-74
 - i. Equal Pay Act of 1963, as amended (29 USC 206[d]), PL 88-38
 - j. Elliott Larsen-Civil Rights Act, as amended (Michigan Compiled Laws Annotated [MCLA] 37.2101 et seq.), Public Act (PA) 6 of 2023
 - k. Persons with Disabilities Civil Rights Act (MCLA 37.1101 et seq.), PA 220 of 1976
2. Contractors/Subrecipients must comply with all applicable federal and state laws including, but not limited to, the following:
 - a. Immigration Act of 1986 (8 USC 1324[a]), PL 99-603; Immigration Reform and Control Act of 1986 (8 USC 1324[a]), PL 99-603
 - b. Family and Medical Leave Act of 1993 (29 USC 2601), PL 103-3
 - c. Older Americans Act of 1965, as amended (47 USC 3001 and 3056 et seq.), PL 89-73
 - d. Military Selective Service Act, Title I, Section 3, as amended (50 USC 453), PL 97-86
 - e. Privacy Act of 1974 (5 USC 522[a][e][3]), PL 93-579
 - f. Whistleblowers' Protection Act (MCLA 15.361 et seq.), PA 469 of 1980
 - g. Federal Hatch Act (5 USC 1501-1508)
 - h. Jobs for Veterans Act, PL 107-288, as amended by PL 112-56 (Reference: Employment and Training Administration [ETA] Training and Employment Guidance Letter Number 10-09, issued November 10, 2009)

- i. Emergency Supplemental Appropriations Act for Defense, the Global War on Terror, and Hurricane Recovery, PL 109-234, which contains salary and bonus limitation requirements for the U.S. Department of Labor/ETA funded programs
- j. Michigan Youth Employment Standards Act, as amended (MCLA 409.101-124), PA 90 of 1978; or the Federal Child Labor Regulations, Part 570, as amended, whichever is more stringent
- k. Improved Workforce Opportunity Wage Act, PA 337 of 2018
- l. Michigan Payment of Wages and Fringe Benefits, as amended (MCLA 408.471-583), PA 390 of 1978; and Overtime Protection (MCLA 408.477), PA 390 of 1978
- m. Michigan Worker's Disability Compensation Act, as amended (MCLA 418.101-941), and Administrative Rules, PA 317 of 1969
- n. Michigan Open Meetings Act, as amended (MCLA 15.261 et seq.), PA 267 of 1976
- o. Michigan Contracts with Employers Engaging in Unfair Practices, as amended (MCLA 423.321 et seq.), PA 278 of 1980
- p. Michigan Occupational Safety and Health Act, as amended (MCLA 408.1001-1094), PA 154 of 1974
- q. Michigan Right to Know Act (MCLA 408.1014[a]-1014[n]), PA 80 of 1986
- r. Veteran Right to Employment Services Act (MCLA 35.1093), PA 39 of 1994
- s. Social Welfare Act, as amended (MCLA 400.55[a]), PA 280 of 1939
- t. Title IV-F of the Social Security Act, as amended, PL 74-271
- u. Michigan Welfare Policy Provisions, PA 223 of 1995
- v. Title IV-A of the Social Security Act, as amended, PL 74-271
- w. 45 CFR 201 through 237, and 260 through 265, Temporary Assistance for Needy Families
- x. Food Stamp Act of 1977, as amended, PL 105-33
- y. 34 CFR Part 463 Subpart H, Required Elements for the Combined State Plan and Plan Modifications
- z. WIOA of 2014, PL 113-128
- aa. The WIOA Joint Final Rule at 81 CFR 55791 and WIOA Final Rule at 81 CFR 56072
- bb. Reed Act Provisions of Title IX of the Social Security Act

- cc. Trade Adjustment Assistance Reform Act of 1974, as amended
 - dd. The Wagner-Peyser Act of 1933, as amended under WIOA Title III
 - ee. The Michigan Employment Security Act of 1936, as amended
 - ff. 20 CFR Part 653, with respect to equitable services to migrant and seasonal farm workers and other requirements, as amended
 - gg. Uniform Budgeting and Accounting Act, as amended, PA 2 of 1968
 - hh. Uniform Unclaimed Property Act, PA 29 of 1995
 - ii. PL 104-156, July 5, 1996, 104th Congress; Single Audit Amendments of 1996
 - jj. 45 CFR Part 74, 45 CFR Part 92; Notice of Awarding Agency Requirements and Regulations Pertaining to Patient Rights.
 - kk. 2 CFR Part 200 et al.; Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
3. LEO-WD, or any of its authorized representatives, and Michigan Works! Southwest shall have the right to access any and all pertinent documents, papers, or other records of grantees and sub-grantees which are pertinent to grant operations. This applies to all financial and programmatic records, supporting documents, and statistical records of grantees or sub-grantees, which are required to be maintained by the grant agreement, federal regulations, or state policy for the purpose of conducting discrimination complaint investigations, Equal Opportunity Compliance/Monitoring reviews, and for inspecting and/or copying policies, records, and other materials, as may be pertinent, to determine compliance with and ensure enforcement of the non-discrimination and Equal Opportunity provisions of federal grant programs. Contracts with service providers of the grantees and sub-grantees must have a provision which allows the department, or any of its authorized representatives, access to any books, documents, papers, and records of the contractor, which are directly pertinent to that specific contract for the purpose of making examinations or conducting reviews of grant operations as noted above.

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

The contractor/subrecipient will certify in accordance with the Office of Management and Budget Guidelines at 2 Code of Federal Regulations (CFR) Part 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension."

As the duly authorized representative of the recipient, the undersigned certifies, to the best of their knowledge and belief, that neither the contractor/subrecipient nor its principals:

- 1) Are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;

- 2) Have within a three-year period preceding the proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- 3) Are presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in item (2) above; and
- 4) Have within the preceding three (3) years had one or more public transactions (federal, state, or local) terminated for cause or default.

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

The contractor/subrecipient will certify to the best of their knowledge and belief that from January 1, 2026, throughout the remainder of Calendar Year 2026, and for the term of the Agreement:

- (1) No federal appropriated funds have been paid, or will be paid by, or on behalf of the undersigned, to any person for influencing, or attempting to influence, an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than federal appropriated funds have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients 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, United States 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.

STIPULATIONS

1. State Held Harmless – Indemnification

As permitted by law, the contractor/subrecipient shall indemnify, defend, and hold harmless Michigan Works! Southwest and the State, its departments, divisions, agencies, sections, commissions, officers, employees, and agents from and against all losses, liabilities, penalties, fines, damages, and claims (including taxes), and all related costs and expenses (including reasonable attorneys' fees and disbursements and costs of investigation, litigation, settlement, judgment, interest, and penalty), arising from, or in connection with, any of the following:

- a. Any claim, demand, action, citation, or legal proceeding against Michigan Works! Southwest and the State, its employees, and agents arising out of, or resulting from: (1) the product provided, or (2) performance of the work, duties, responsibilities, actions, or omissions of the contractor/subrecipient, or any of its subcontractors, under this plan.
- b. Any claim, demand, action, citation, or legal proceeding against Michigan Works! Southwest and the State, its employees, and agents arising out of, or resulting from, a breach by the contractor/subrecipient of any representation or warranty made by the contractor/subrecipient in this plan.
- c. Any claim, demand, action, citation, or legal proceeding against Michigan Works! Southwest and the State, its employees, and agents arising out of, or related to, occurrences that the contractor/subrecipient is required to insure against as provided for in this plan.
- d. Any claim, demand, action, citation, or legal proceeding against Michigan Works! Southwest and the State, its employees, and agents arising out of or resulting from the death or bodily injury of any person, or the damage, loss, or destruction of any real or tangible personal property, in connection with the performance of services by the contractor/subrecipient, by any of its subcontractors, by anyone directly or indirectly employed by the contractor/subrecipient, or by anyone for whose acts the contractor/subrecipient may be liable; provided however, that this indemnification obligation shall not apply to the extent, if any, that such death, bodily injury, or property damage is caused solely by the negligence or reckless or intentionally wrongful conduct of the MWA or the State.
- e. Any claim, demand, action, citation, or legal proceeding against Michigan Works! Southwest and the State, its employees, and agents which results from an act or omission of the contractor/subrecipient or any of its subcontractors in its capacity as an employer of a person.
- f. Any claim, demand, action, citation, or legal proceeding against Michigan Works! Southwest and the State, its employees, and agents incurred in connection with any action or proceeding threatened, or brought against the MWA or the State to the extent that such action or proceeding is based on a claim that any piece of equipment, software, commodity, or service supplied by the contractor/subrecipient or its subcontractors, or the operation of such equipment, software, commodity, or service, or the use or reproduction of any documentation provided with such equipment, software, commodity, or service infringes upon any U.S. or foreign patent, copyright, trade secret, or other proprietary right of any person or entity, which right is enforceable under the laws of the U.S. In addition, should the equipment, software, commodity, or service, or the operation thereof, become, or in the contractor/subrecipient's opinion be likely to become, the subject of a claim of

- infringement, the contractor/subrecipient shall, at the contractor/subrecipient's sole expense:
- (1) procure for the MWA or the State the right to continue using the equipment, software, commodity or service, or if such option is not reasonably available to the contractor/subrecipient;
 - (2) replace or modify the same with equipment, software, commodity, or service of equivalent function and performance so that it becomes non-infringing, or, if such option is not reasonably available to the contractor/subrecipient;
 - (3) accept its return by the MWA or the State, with appropriate credits to the MWA or the State, against the contractor/subrecipient's charges and reimburse the MWA or the State for any losses or costs incurred as a consequence of the MWA or the State ceasing its use and returning it.

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

2. Publication Rights

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

3. Cancellation

The MWA or State may cancel this plan for any of the following reasons:

- a. **Default of the contractor/subrecipient:** If the MWA or the State identifies any action that would result in default by the contractor/subrecipient, the contractor/subrecipient shall be given an opportunity to correct such action. If the action is not corrected and default still exists, the MWA or the State may immediately cancel the grant without further liability to the MWA or the State, its departments, agencies, and employees. The MWA or the State may procure the articles or services from other sources and may hold the contractor/subrecipient responsible for any excess costs incurred.
- b. **Lack of Further Need for the Service or Commodity:** In the event that the MWA or the State no longer needs the service or commodity specified in the plan due to program changes, changes in law, rules or regulations, relocation of offices, or insufficient funding, the MWA or the State may cancel the contract without further liability to the MWA or the State, its departments, agencies, and employees by giving the MWA written notice of such cancellation 30 days prior to the date of cancellation.
- c. **Failure of the Legislature or the Federal Government to Provide the Necessary Funding:** In the event that the legislature or the federal government fails to provide or terminates the funding necessary for this plan, the MWA or the State may cancel the plan by providing written notice to the contractor/service provider 30 days prior to the date of cancellation provided; however, in the event the action of the legislature or

- federal government results in an immediate absence or termination of funding, cancellation may be made effective immediately upon delivery of written notification to the contractor/subrecipient. In the event of a termination under this sub-paragraph, the contractor/service provider shall, unless otherwise directed by the MWA or the State in writing, immediately take all reasonable steps to terminate its operations and to avoid, and/or minimize, further expenditures under the plan.
- d. **Upon Order of a Court or Direction by the Federal Government:** In the event of a court order halting or suspending activities under the plan or, in the case of a plan involving federal funds or otherwise subject to federal oversight, issuance of an order or directive by the federal government halting or suspending activities under the plan, the State shall promptly notify the MWA in writing of the entry or receipt of such order and shall direct the MWA to take immediate action in conformity with such order or directive. In the event of a termination or suspension of the plan under this sub-paragraph, the contractor/subrecipient shall, unless otherwise directed by the MWA or the State in writing, immediately take all reasonable steps to terminate its operations and to avoid and/or minimize further expenditures under the plan.
 - e. **Criminal Conviction:** Michigan Works! Southwest or the State may immediately cancel the plan without further liability to the MWA or the State, its departments, agencies, and employees, if the contractor/subrecipient, or an officer of the contractor/subrecipient, is convicted of a criminal offense incident to the application for, or performance of, a State, public, or private contract or subcontract; or convicted of a criminal offense including, but not limited to, any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, attempting to influence a public employee to breach the ethical conduct standards of the MWA or the State of Michigan employees; convicted under state or federal antitrust statutes; or convicted of any other criminal offense which in the sole discretion of the MWA or the State, reflects on the WDB's business integrity.

4. Requirements for Participants

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

5. Financial Responsibility and Liability

As the grant recipient, the CEO for each local MWA area is liable for all workforce development funds received by or through LEO-WD.

6. Records and Reports

The contractor/subrecipient shall provide to Michigan Works! Southwest and the State, and its designated agents, access, and the right to examine and audit all records, books, papers, recordings, or documents related to the programs funded by or through LEO-WD.

7. Gratuities

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

8. Travel and Mileage Reimbursement

Foreign travel is not allowable except with prior written approval. Prior written approval must be obtained from the Grant Officer through the process described in 2 CFR 200.407 and 2 CFR 2900.16. This award waives the prior approval requirement for domestic travel as contained in 2 CFR 200.407. For domestic travel to be an allowable cost, it must be necessary, reasonable, allocable, and conform to the non-federal entities' written policies and procedures. All travel must also comply with the Fly America Act (49 USC 40118), which states in part that any air transportation, regardless of price, must be performed by, or under a code-sharing arrangement with, a U.S. Flag air carrier if service provided by such carrier is available.

Pursuant to 2 CFR 200.475(a), contractors/subrecipients must have policies and procedures in place related to travel costs; however, for reimbursement on a mileage basis, the maximum allowable mileage reimbursement rates for federal employees apply.

Mileage rates must be checked annually to ensure compliance with the [Federal rates](#).

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