

Amount: \$
Source:
Type of Agreement:

Contract No.:
Contract Period:

**AGREEMENT
BETWEEN
OTTAWA COUNTY MICHIGAN WORKS! AGENCY
AND

FOR
_____**

SECTION I: PARTIES TO THE AGREEMENT

This AGREEMENT, made and entered into by and between OTTAWA COUNTY acting through the OTTAWA COUNTY MICHIGAN WORKS! AGENCY, having its offices and place of business at 12251 James Street, Suite 300, Holland, Michigan 49424, hereafter referred to as the CONTRACTOR, and _____ having its principal offices and place of business at _____ hereafter referred to as SUBCONTRACTOR.

WHEREAS, the CONTRACTOR has been designated by the Michigan Department of Labor and Economic Growth as the administrative agent for the *Program(s)/Service(s) Specified in the RFP* initiative for the jurisdiction of Ottawa County; now therefore

IT IS AGREED by and between the parties as follows:

SECTION II: STATEMENT OF PURPOSE

Whereas the CONTRACTOR desires to offer services in the Statement of Work of this agreement, the purpose of this agreement is to engage the professional services of the SUBCONTRACTOR for the provision of such employment and training activities and to define the terms and conditions of this undertaking.

SECTION III: CONTRACTOR'S RESPONSIBILITIES

The CONTRACTOR is responsible for the development, implementation and administration of Michigan Works! Agency (MWA) plans and plan modifications approved by the Workforce Development Board, and the County of Ottawa, hereinafter referred to as the GRANT RECIPIENT OR CONTRACTOR. Administration of these plans includes, but is not necessarily limited to, the development, implementation, administration, and monitoring of all grants and subgrants, contracts and subcontracts, financial and non-financial agreements promulgated by the approved employment and training plans.

SECTION IV: STATEMENT OF WORK

That the SUBCONTRACTOR agrees to perform the functions set forth in the definitive Statement of Work for residents of Ottawa County or non-resident individuals meeting additional program specific eligibility requirements. The Statement of Work is incorporated as a Appendix to this agreement, and includes those procedures and statements pertaining to the specialized services to be provided, assignment/enrollment standards for participants, the specific tasks to be performed, work schedules, performance standards, monitoring and reporting requirements, staffing arrangements, and budgetary (fiscal) limitations in accordance with subsequent revisions and modifications of this agreement.

SECTION V: PERIOD OF PERFORMANCE [PL97-300, Section 161(a)]

The SUBCONTRACTOR shall commence performance of this subcontract on _____ and shall complete said performance not later than _____.

SECTION VI: CONSIDERATION

That for the performance of function or services under this agreement, and for the settlement of termination claims, the CONTRACTOR will compensate the SUBCONTRACTOR for the identifiable costs not exceeding the total amount of \$ _____ as identified in the budget at Appendix B to this agreement.

SECTION VII: CONTRACTOR FUNDING OBLIGATIONS/LIMITATIONS UPON LIABILITY

- A. The CONTRACTOR shall not be liable to the SUBCONTRACTOR for expenditures made in violation of the *Program Specified in the RFP*, or in violation of any other regulations promulgated for this program, by the Michigan Department of Labor and Economic Growth or otherwise applicable.

- B. The CONTRACTOR shall not be liable to the SUBCONTRACTOR for costs incurred or performance rendered unless such costs and performance are strictly in accordance with Federal or State of Michigan cost principles applicable to the SUBCONTRACTOR’S organization with the terms of this agreement, including but not limited to terms governing the SUBCONTRACTOR’S promised performance, the description of the performance as specified in the Statement of Work and operational budget, and all written amendments hereto signed and agreed to by both the CONTRACTOR and SUBCONTRACTOR, or resulting from the SUBCONTRACTOR’S acceptance of proposed amendments in the manner prescribed in Section XIV, “Modifications”.

- C. It is understood and agreed by the parties hereto that the CONTRACTOR’S obligations under this agreement are contingent upon actual receipt of putative liabilities under subsection (A.) of this Section (VII), and if the Michigan Department of Labor and Economic Growth does not receive adequate funds from the U.S. Department of Labor, the CONTRACTOR will not be legally liable to the SUBCONTRACTOR for the CONTRACTOR’S failure to make payments to the SUBCONTRACTOR. The CONTRACTOR will, within a reasonable time from receipt of notification by the Michigan Department of Labor and Economic Growth, provide oral and/or written notification to the

SUBCONTRACTOR that the adequate funds are not available to the CONTRACTOR for continuation of services defined herein at the levels so specified.

- D. The CONTRACTOR shall not be liable to the SUBCONTRACTOR for any cost or portion thereof incurred by the SUBCONTRACTOR which has been paid to the SUBCONTRACTOR or is subject to payment to the SUBCONTRACTOR by any source other than the CONTRACTOR.
- E. The CONTRACTOR shall not be liable for any costs incurred by the SUBCONTRACTOR in the performance of this agreement which have not been billed to the CONTRACTOR within sixty days (60) calendar days following termination of this agreement or any other specific date as established by the CONTRACTOR.
- F. The CONTRACTOR shall not be liable to the SUBCONTRACTOR for costs incurred or performances rendered by the SUBCONTRACTOR before commencement of this agreement or after termination of this agreement as defined by Section V, "Period of Performance".

SECTION VIII. METHOD OF PAYMENT

- A. For the provision of employment and training services as provided in the Contract, and for the settlement of all termination claims, the County will pay the SUBCONTRACTOR for all allowable employment and training services specified in the Contract documents which shall be made in accordance with the payment schedule in Appendix B.
- B. The SUBCONTRACTOR agrees that payments are predicated upon properly documented submission of expenditure forms in accordance with the terms of the Contract documents and shall be paid in accordance with Appendix B. The SUBCONTRACTOR agrees to submit an Expenditure Report by the 5th working day of each month for costs incurred in the preceding calendar month. Monthly invoices shall be submitted on appropriate invoice forms and accompanied by agreed upon documentation. The SUBCONTRACTOR will report accrued costs on the bottom of the expenditure form.
- C. All payments and repayments to the SUBCONTRACTOR for performance rendered under the Contract documents are subject to audit. Accordingly, the SUBCONTRACTOR shall assume liability for repayment of funds disbursed where such disbursement is subsequently determined to be unearned, improper, and/or unauthorized by the CONTRACTOR, U.S. Department of Labor, or authorized representatives of such named bodies. Repayment of such funds shall occur within thirty (30) calendar days of written notification of discovery unless a written alternative schedule for such repayment has been approved by the CONTRACTOR. The CONTRACTOR reserves the right to withhold funds to recoup prior unearned improper and/or unauthorized disbursements. All funds unearned and unexpended in the performance of the Contract revert to the CONTRACTOR.

- D. Upon request, each invoice shall be accompanied by a statement from the SUBCONTRACTOR to the effect that it has performed and completed the employment and training services covered thereby.
- E. SUBCONTRACTOR will submit documentation of its expenses and billings. The MWA will conduct an analysis of SUBCONTRACTOR fiscal information and billings on a quarterly basis throughout the term of the Contract. If in this process there comes to light that a problem(s) exists in the billings, MWA has the ability to request SUBCONTRACTOR documentation to clarify the problem(s).
- F. All payments and any final payment to the SUBCONTRACTOR shall be subject to the CONTRACTOR'S approval of the progress and quality of the employment and training services provided by the SUBCONTRACTOR.
- G. SUBCONTRACTOR shall render a final invoice to the CONTRACTOR upon request within a reasonable time frame.
- H. All payments to be made to the SUBCONTRACTOR by the CONTRACTOR shall be made in accordance with Appendices A (Statement of Work) and B (Performance Objectives) and shall be contingent upon receipt by the CONTRACTOR of the funds, therefore, from the appropriate federal or state agency, and if such funds are not received, the CONTRACTOR shall have no liability to the SUBCONTRACTOR to the extent of such shortfall. SUBCONTRACTOR acknowledges that the CONTRACTOR'S financial obligation to it under the Contract documents are limited exclusively to those that are fully compensated and reimbursed to the CONTRACTOR by the appropriate federal and state grant agencies. CONTRACTOR is liable for reimbursement to SUBCONTRACTOR for services up to the date of written notification of termination of funding from Federal or State government.
- I. SUBCONTRACTOR may exceed line item costs within a cost category by twenty-five percent (25%) as long as the entire cost category does not exceed the original budget for the cost category. However, if SUBCONTRACTOR desires to move funds greater than 25% in the cost category or monies between cost categories, a written request for approval must be submitted prior to invoice explaining the need to move such funds. Reimbursement of these costs is subject to approval. In no case will a request be granted to move additional funds from the direct training or training-related cost categories to the administration cost category.

- J. If SUBCONTRACTOR wishes to subcontract any portion of a proposed program out to another agency, this subcontracting shall be identified in the proposal submitted. If the subcontracting by the subcontractor is not identified, then, prior to selection, the SUBCONTRACTOR must follow prescribed procurement procedures. All subcontracts by the SUBCONTRACTOR identified in this manner are subject to final approval by the Ottawa County Workforce Development Board. This approval/disapproval will be processed in a timely manner.
- K. If SUBCONTRACTOR subcontracts all or part of these services, there shall be a written contract between the two and a copy shall be placed on file with the CONTRACTOR within 30 days of the CONTRACT date. These contracts must include, at a minimum, a line item budget and work statement.
- L. If SUBCONTRACTOR enters into subcontracts for services, it shall provide supporting source documentation either in-house or held by provider to justify direct reimbursement made under contract provisions and to identify required procurement procedures.

SECTION IX: CONTRACTOR AND SUBCONTRACTOR HELD HARMLESS

- A. SUBCONTRACTOR agrees to indemnify and hold harmless the CONTRACTOR, State of Michigan, Ottawa County, the Ottawa County Workforce Development Board, the Board of Commissioners, officers, employees and agents from and against any and all claims, costs, actions, causes of action, losses or expenses (including reasonable attorney's fees) resulting from or related to the acts or omissions of the SUBCONTRACTOR or its officers, directors, employees, agents or clients. In addition, SUBCONTRACTOR shall indemnify said parties for any funds disbursed by the CONTRACTOR to the SUBCONTRACTOR which are wrongfully appropriated and utilized by the SUBCONTRACTOR or which are paid to the SUBCONTRACTOR based upon false or misleading information. Notice shall be promptly submitted to the CONTRACTOR and the State of any action being sought against the SUBCONTRACTOR, and concerning the *Program Specified in the RFP*. Indemnification shall include, but is not limited to, attorney fees and administrative costs. The SUBCONTRACTOR shall be financially and legally liable for all audit exceptions that result from the SUBCONTRACTOR'S actions or inactions in connection with the performance of this agreement.
- B. The SUBCONTRACTOR agrees to reimburse the CONTRACTOR for all funds which the CONTRACTOR may have granted to the SUBCONTRACTOR or may hereafter grant, should said funds be withheld from the GRANT RECIPIENT or CONTRACTOR by any Federal or State agency or should the GRANT RECIPIENT or CONTRACTOR be ordered to return said funds to the funding source by reason of any act or omission of the SUBCONTRACTOR, provided such act or omission was not at the express written direction of the GRANT RECIPIENT and/or CONTRACTOR.

- C. That the state government, represented by the Michigan Department of Labor and Economic Growth, is not a party hereto, and that no legal liability on the part of the state government is implied under the terms and conditions of this agreement.
- D. CONTRACTOR agrees to indemnify and hold harmless the SUBCONTRACTOR, its Board of Directors, officers, employees and agents from and against any and all claims, costs, actions, causes of action, losses or expenses (including reasonable attorney's fees) resulting from or related to the acts or omissions of the CONTRACTOR, State of Michigan, Ottawa County, the Ottawa County Workforce Development Board, the Board of Commissioners, Board of Directors, officers, employees and agents or clients. Notice shall be promptly submitted to the SUBCONTRACTOR and the state of any action being sought against the CONTRACTOR, and concerning the *Program Specified in the RFP*. Indemnification shall include, but is not limited to, attorney fees and administrative costs. The CONTRACTOR shall be financially and legally liable for all audit exceptions that result from the CONTRACTOR'S actions or inactions in connection with the performance of this agreement.
- E. SUBCONTRACTOR shall maintain comprehensive general liability insurance covering all acts or omissions of the SUBCONTRACTOR in providing employment and training services pursuant to the Contract documents and with respect to all other activities of the SUBCONTRACTOR which pertain to the Contract documents. Such insurance shall be on an occurrence basis and shall have limits of no less than \$1,000,000 per person and occurrence. The deductible amount on such insurance shall not exceed \$500. The CONTRACTOR, Ottawa County, and the Ottawa County Workforce Development Board, shall be named as additional insurers on such insurance. Upon written requests by the CONTRACTOR, the SUBCONTRACTOR shall deliver to the CONTRACTOR within 30 days of the request, certificates evidencing maintenance of such insurance or, in the alternative, at the discretion of the CONTRACTOR, certified copies of the insurance policies themselves prior to receiving any funds.

SECTION X: LEGAL AUTHORITY

- A. The SUBCONTRACTOR assures and guarantees that it possesses the legal authority pursuant to any proper, appropriate and official motion, resolution or action passed or taken, giving the SUBCONTRACTOR legal authority to enter into this agreement, receive the funds authorized by this agreement, and to perform the services the SUBCONTRACTOR has obligated itself to perform under this agreement.
- B. The person or persons signing and executing this agreement on behalf of the SUBCONTRACTOR, or representing themselves as signing and executing this agreement on behalf of the SUBCONTRACTOR, do hereby warrant and guarantee that he, she, or they have been fully authorized by the SUBCONTRACTOR to execute this agreement on behalf of the SUBCONTRACTOR and to validly and legally bind the SUBCONTRACTOR to all terms, performances and provisions herein set forth.

- C. The CONTRACTOR shall have the right, at its option, to either temporarily suspend or permanently terminate this agreement, if there is a dispute as to the legal authority of either the SUBCONTRACTOR or the person signing the agreement to enter into this agreement or to carry out the performances specified in this agreement. The SUBCONTRACTOR is liable to the CONTRACTOR for any money it has received from the CONTRACTOR for performance of the provisions of this agreement if the CONTRACTOR has suspended or terminated this agreement for the reasons enumerated in this Section (X).

SECTION XI: ASSURANCES AND CERTIFICATIONS

A. GENERAL ASSURANCES

The SUBCONTRACTOR assures and certifies that all programs and activities funded under any Program will comply with but not limited to the following:

1. The Family Support Act of 1988, Title IV-A and IV-F of PL 100-485;
2. Executive Order 11246, as amended by 11375 (41 CFR Part 60-64);
3. The Rehabilitation Act of 1973, as amended, Sections 503 and 504 (29 USC 793 and 794), PL 93-112;
4. The Americans With Disabilities Act of 1990 (42 USC 12101 et seq.), PL 101-336;
5. The Immigration and Nationalization Act of 1986 (8 USC 1324a), PL 99-603;
6. The Age Discrimination Act of 1975, as amended (29 USC 621), PL 94-135;
7. The Family and Medical Leave Act of 1993 (29 USC 2601), PL 103-3;
8. The Pregnancy Discrimination Act of 1975 (92 Stat 2076), PL 95-555;
9. The Civil Rights Act of 1964, Titles VI and VII (42 USC 2000 et seq.), PL 88-352;
10. The Civil Rights Act of 1968, Title VIII (42 USC 300 et seq.), PL 90-284;
11. The 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;
12. The Education Amendments of 1972, Title IX, as amended (29 USC 1681), PL 92-318, PL 93-568, and PL 94-482;
13. The Older Americans Act of 1965, as amended (47 USC 3001 and 3056 et seq.), PL 89-73;
14. Nontraditional Employment for Women Act of 1991, PL 102-235;
15. Equal Pay Act of 1963, as amended (29 USC 206(d)), PL 88-38;
16. The Privacy Act of 1974 (5 USC 522a[e][3]), PL 93-579;
17. The Drug Free Workplace Act of 1988 (29 CFR Part 98, Title V, Subtitle D), PL 100-690;
18. Those sections of the Workforce Investment Act of 1998, as amended, PL 97-300, the WIA Regulations and the Michigan WIA Instruction Letters, which may be applicable in coordinating School-To-Work with training programs and the administrative controls, financial management and related operational systems implemented through the local MWA/Workforce Development Board;
19. Enrolled Michigan Senate Bill No. 300 of regular 1995 session;
20. Regulatory Budget Bill Senate Bill No. 297;

21. Affirmative Action Provisions of the Vietnam Era Veterans Readjustment Assistance Act, as amended (38 USC 4218), PL 72-74;
22. Military Selective Service Act, Title I, Section 3, as amended (50 USC 453), PL 97-86;
23. The Elliott Larsen-Civil Rights Act, as amended (MCLA 37.2101 et seq.), 1976, PA 456;
24. The Whistle Blower's Protection Act (MCLA 15.361 et seq.), 1980 PA 469;
25. Persons with Disabilities Civil Rights Act (MCLA 37.1101 et seq.)PA 220 of 1976;
26. The Federal Hatch Act (5 U.S.C. Sections 1501-1508)
27. 29 CFR Part 37, Implementation of the Nondiscrimination and Equal Opportunity Provisions of the Workforce Investment Act of 1998; Final Rule.
28. Jobs for Veterans Act, PL 107-288 (Reference: ETA TEGL No. 5-03)

Further, the SUBCONTRACTOR assures that:

29. The SUBCONTRACTOR will not discriminate in employment or in the provisions of services based on race, religion, color, national origin, sex, age, height, weight, marital status, arrest without conviction, disability, political affiliation or belief, in activities funded under a WDB program. *The Ottawa County MWA declares that any MWA Contractor, including faith-based community organizations, will not, under any circumstances, deny services on the basis of faith or the client's decisions or behavior related to participation in faith-based activities or services. The contractor shall additionally insure that funds made available through this agreement shall not be used to actively proselytize any client receiving contracted service.*
30. With respect to the terms and conditions affecting, or rights provided to, individuals who are participants in activities supported by funds provided under a WDB program, such individuals shall not be discriminated against solely because of their status as participants. The SUBCONTRACTOR shall provide initial and continuing notice that it does not discriminate on any prohibited ground. **Complete and return the Equal Opportunity Affirmation found at Appendix C.**
31. Participants shall not be employed in the construction, operation or maintenance of any facility that is used or will be used for sectarian instructions or as a place for religious worship.
32. The SUBCONTRACTOR in receiving allocations and/or a contract of federal funds in excess of \$100,000 agrees to comply with the requirements established regarding the submittal of required lobbying certification and disclosure to Michigan Department of Labor and Economic Growth. **The certification shall be completed and returned to CONTRACTOR with the signed contract. (See Appendix D)**

33. The SUBCONTRACTOR agrees to comply with the debarment and suspension regulations. The SUBCONTRACTOR will adopt appropriate procedures to assure compliance. **The completed form must be returned to CONTRACTOR with the signed contract (See Appendix E).**
34. The SUBCONTRACTOR shall take appropriate steps to ensure that all communications with beneficiaries, applicants, eligible applicants, participants, applicants for employment, employees, and members of the public who are individuals with disabilities are as effective as communications with others.
35. The SUBCONTRACTOR shall indicate in recruitment brochures and other materials, which are ordinarily distributed to the public to describe programs funded under the *Program Specified in the RFP*, that the program-funded activity in question is an “**equal opportunity employer/program**” and that “**auxiliary aids and services are available upon request to individuals with disabilities.**” Where such materials indicate that the recipient may be reached by telephone, the materials shall state that Michigan Relay Center callers use 711 or 1-800-649-3777 (voice & TTY).
36. Participation in programs and activities financially assisted in whole or in part under the Workforce Investment Act shall be open to citizens and nationals of the United States, lawfully admitted permanent resident aliens, lawfully admitted refugees and parolees, and other individuals authorized by the Attorney General to work in the United States.
37. Programs funded under the *Program Specified in the RFP* will be administered in full compliance with safeguards against fraud and abuse as set forth in the *Specified Program* regulations.
38. The SUBCONTRACTOR agrees to conform with the provisions of Section 8(b) of the Wagner-Peyser Act, as amended, which states any state agency to receive benefits under this Act must submit a plan to DOL, taking into account local agreements.
39. SUBCONTRACTORS with systems for compensated leave absences agree to comply with the requirements established by Michigan Instruction Letter 86-9, Accounting and Funding of Compensated Absences, and 86-10, Standards for Allowability of Selected Items and Cost Categories.
40. The CONTRACTOR shall have copyright, property and publication rights in all written or visual material or other work products developed in connection with this Agreement. The SUBCONTRACTOR shall not publish or distribute any printed or visual material relating to the services provided under this Contract without prior permission of the CONTRACTOR.

B. SPECIAL PROVISIONS: GENERAL STIPULATIONS

The SUBCONTRACTOR assures that it will comply with:

1. Michigan Minimum Wage Law, as amended (MCLA 408.381-398), PA 154 of 1964;
2. 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;
3. Michigan Workers' Disability Compensation Act, as amended (MCLA 418.101-941); and Administrative Rules, PA 317 of 1969;
4. Michigan Open Meetings Act, as amended (MCLA 15.261 et seq.), PA 267 of 1976;
5. Michigan Contracts with Employers Engaging in Unfair Practices, as amended (MCLA 423.321 et seq.), PA 278 of 1980;
6. Michigan Occupational Safety and Health Act, as amended (MCLA 408.1001-1094), PA 154 of 1974;
7. Michigan Right to Know Act (MCLA 408.1014a-1014n), PA 80 of 1986;
8. Equal Opportunity Requirements expressed in:
 - Executive Directive 1975-3 (signed 6/20/75)
 - Executive Directive 1975-6 (signed 12/2/75)
 - Executive Directive 1979-2 (signed 9/7/79)
9. Bullard-Plawecki Employee Right to Know Act (MCLA 423.501-512), PA 397 of 1978;
10. Freedom of Information Act (MCLA 15.231 et seq.), PA 442 of 1976;
11. The Polygraph Protection Act (MCLA 37.201-209), PA 44 of 1982;
12. Debts Owing to or for the Benefit of Employees (MCLA 408.511-12), PA 213 of 1966;
13. The 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;
14. Employment of Minors (MCLA 421.301), PA 19 of 1927;
15. MCL 35.1093 (PA 39 of 1994), insuring delivery of effective and equitable employment services to Veterans;
16. Social Welfare Act 280, P.A. 1939, as amended (MCLA 400.55a and 400 56f);
17. Title IV-F of the Social Security Act (P.L. 74-271), as amended.
18. Michigan welfare policy provisions; Public Act 223 of 1995
19. Title IV-A of the Social Security Act (P.L. 74-271) as amended;
20. Forty-five (45) Code of Federal Regulations (CFR); parts 201 through 257; and 260;
21. Food Stamp Act of 1977 (P.L. 105-33) as amended;
22. 7 CFR 271,272,273.
23. Workforce Investment Act of 1998;
24. Reed Act Provisions of Title IX of the Social Security Act
25. Trade Adjustment Assistance Reform Act of 2002 (TAA Reform Act)

SUBCONTRACTOR shall comply with all applicable provisions of the Act, Federal Regulations, all other applicable federal laws and their regulations, all applicable requirements of those federal agencies having responsibility for the Act and its administration, all applicable State of Michigan laws and regulations, all requirements of the Governor of the State of Michigan and those state agencies having responsibility for administration of the *Program Specified in the RFP*, the approved Plan for the MWA, and, in general, all applicable federal, state, administrative and local laws, statutes, ordinances, regulations and requirements, as any of the same may be amended from time to time. The SUBCONTRACTOR also agrees to fully comply with all WDB policies and procedures.

The SUBCONTRACTOR understands that all statutes, regulations, rules, policies, procedures, cost circulars, plans and periodic publications on the *Program Specified in the RFP* are subject to change and amendment during the life of this Contract. All such changes shall take effect upon their effective dates and shall become binding upon actual or constructive notice to the SUBCONTRACTOR. Constructive notice includes publication, regular mailing or routine distribution to the SUBCONTRACTOR or its project manager.

C. REQUIREMENTS FOR PARTICIPANTS

1. Workers' Compensation Insurance. SUBCONTRACTOR shall maintain Workers' Compensation insurance to the extent required by applicable law and regulation, on all of its employees and other persons engaged in the administration of the contract or in the provision of employment and training services pursuant to the contract. In addition, to the extent required by Michigan law or regulations or any other law or requirement, the SUBCONTRACTOR shall maintain Workers' Compensation insurance on those persons receiving services from the SUBCONTRACTOR pursuant to the contract documents. If any persons receiving services pursuant to the contract are not covered by Workers' Compensation insurance, then they shall be covered by medical and accident insurance in accordance with the regulations issued pursuant to the *Program Specified in the RFP*.
2. SUBCONTRACTOR shall ensure that adequate on-site medical and accident insurance is provided for all participants receiving services and/or training in a classroom setting under this plan.
3. A record of each student's /faculty's/ volunteer's participation in an activity funded under the *Program Specified in the RFP*, including dates of entry and termination in each activity, must be maintained by the SUBCONTRACTOR. The federal regulations require that all participants' records, including supporting documents, be retained for a period of three years from the last date authorized for expenditure of funds allotted for a given program year. Records shall be retained beyond the prescribed period if any litigation or audit is begun or if a claim is instituted involving the grant agreement covered by the records.

D. PROPERTY TITLE/PROCUREMENT STANDARDS

The SUBCONTRACTOR shall adhere to the program regulations and administrative guidelines established by the Michigan Department of Labor and Economic Growth for procurements obtained with funds from the *Program Specified in the RFP*. Prior approval for selected items of cost shall be obtained in accordance with existing procedures.

For all property bought with funds from the *Program Specified in the RFP* under cost reimbursement contracts:

- a. The CONTRACTOR procurement policy will be followed in acquisition of property and property record retention. All property bought with *the RFP Specified Program* funds will be maintained in working order and secured from damage or theft until notification by the CONTRACTOR as to property disposition. *RFP Specified Program* property and records will be kept at the SUBCONTRACTOR'S location until the CONTRACTOR authorizes disposal;
- b. Equipment purchased for enhancement of *RFP Specified Program* contracts and on the property listing of the CONTRACTOR shall be used for *RFP Specified Program* allowed activities only. Other than *RFP Specified Program* usage may require reimbursement for such usage to the CONTRACTOR according to the Michigan Department of Labor and Economic Growth policy.

E. NONDISCRIMINATION

The SUBCONTRACTOR shall insure that no person, on the grounds of race, religion, color, national origin, sex, age, height, weight, marital status, disability, arrest without conviction, political affiliation or belief, or other categories or groups protected by the law, is discriminated against, or denied employment training, or services as a participant, administrator or staff person, in connection with any program under the Act.

F. EEO POLICY

1. The SUBCONTRACTOR agrees to abide by the Michigan Works Agency's (MWA) Equal Employment Opportunity (EEO) Policy, Affirmative Action Plan, and Nepotism Policy or comparable policies approved by the CONTRACTOR.
2. **The SUBCONTRACTOR shall file a Minority-Female-Handicapper Status Report, on the *RFP Specified Program*-funded staff, with the CONTRACTOR upon the signing of this agreement. (See Appendix F)**

G. CITIZENSHIP

Participation in programs and activities financially assisted in whole or in part under the Workforce Investment Act shall be open to citizens and nationals of the United States, lawfully admitted refugees and parolees, and other individuals authorized by the Attorney General to work in the United States.

H. SECTARIAN ACTIVITIES

The SUBCONTRACTOR shall insure that participants are not employed on the construction, operation, or maintenance of so much of any facility as is used for sectarian instruction or as a place for religious worship nor on any project affiliated with a particular political party.

I. GRIEVANCE PROCEDURES

SUBCONTRACTOR agrees to provide all participants with written grievance procedures.

J. FRAUD AND ABUSE

Programs funded under the agreement will be administered in full compliance with safeguards against fraud and abuse. SUBCONTRACTOR responsibilities for general program management and the prevention of fraud and program abuse include:

1. The establishment and use of internal program management procedures sufficient to prevent fraud and program abuse.
2. The maintenance of sufficiently auditable, and otherwise adequate records that support the expenditure of all funds. Such records shall be sufficient to allow the Michigan Department of Labor and Economic Growth and the CONTRACTOR to audit and monitor the SUBCONTRACTOR'S programs and shall include the maintenance of a participant and fiscal management information system, and
3. The establishment and use of monitoring and control procedures sufficient to ensure against violation of the authorizing legislation and related regulations.

SECTION XII: RECORDS AND REPORTS

A. SUBCONTRACTOR shall prepare such records, accountings, and information as the CONTRACTOR shall deem reasonable and necessary for it to properly discharge its duties and obligations as grant recipient and administrator for the MWA. The CONTRACTOR may supplement the Contract documents from time to time with addendums specifying the type of records, accounts and information to be prepared by SUBCONTRACTOR and the periods during which such records, accounts and information shall be retained by the SUBCONTRACTOR. The failure of the CONTRACTOR to supplement the Contract documents as provided above shall not excuse the grantee from its obligations pursuant to this paragraph.

B. The CONTRACTOR or its authorized representatives shall have access, at all reasonable times and after reasonable notice, to all SUBCONTRACTOR'S records, accounts and information pertaining to the Contract documents and SUBCONTRACTOR'S provision of employment and training services there under. In the case of a cost reimbursement contract as identified on Page 1 of the Contract, the SUBCONTRACTOR'S accounting procedures and internal financial controls shall be subject to review by the CONTRACTOR. Such procedures and controls shall be modified by SUBCONTRACTOR, at the request of the CONTRACTOR, as is reasonable and necessary, so that the costs attributable to the provision of the employment and training services set forth in the Contract Documents are

readily identifiable.

- C. The SUBCONTRACTOR shall maintain all records pertinent to the Contract documents including financial, statistical, property, participant records, and supporting documents for a period of no less than three (3) years from the date of acceptance of the final closeout package and until any outstanding litigation, audit, or claim has been resolved. Further, SUBCONTRACTOR shall maintain all pertinent records until such date as SUBCONTRACTOR receives express written permission from the CONTRACTOR to destroy such records.
- D. All records pertinent to the Contract documents shall be maintained at sites within Ottawa County or sites approved by the CONTRACTOR. The CONTRACTOR may, at any time and at its expense, elect to make copies of any such records. If the CONTRACTOR elects to make and retain copies, it shall in no way excuse the contractor from record keeping and record retention requirements or any liability therein.
- E. The CONTRACTOR may supplement the Contract documents from time to time with addendums specifying the specific requirements, restrictions and other mandates referenced generally in the immediately preceding paragraphs. Such addendums shall become a part of the Contract documents and be complied with by the SUBCONTRACTOR. To the extent, however, such addendums shall materially adversely affect SUBCONTRACTOR'S duties and responsibilities pursuant to this contract, SUBCONTRACTOR shall be permitted to terminate this Contract after at least 30 days prior written notice to the CONTRACTOR, but in no event prior to the date of completion of the last training session that is currently in process. The failure of the CONTRACTOR to supplement the Contract documents as provided above shall not excuse the SUBCONTRACTOR from its compliance obligation pursuant to Section XI.
- F. At the end of the SUBCONTRACTOR'S fiscal year, the most recent copy of the SUBCONTRACTOR'S financial and compliance audit will be provided to the CONTRACTOR.

SECTION XIII: MONITORING

- A. The parties agree that performance as set forth in this agreement is essential to the life of the agreement; that performance by the SUBCONTRACTOR will be measured against goals and performance standards as described in the Statement of Work; and furthermore, that measured performance at variance with relevant goals or standards, will constitute noncompliance with the terms of this agreement.
- B. The CONTRACTOR shall monitor, oversee, evaluate and provide policy guidance to the SUBCONTRACTOR in the conduct of all activity under the Contract documents.

- C. The SUBCONTRACTOR agrees to cooperate with any monitoring, inspection, audit, or investigation of activities related to the Contract documents as may be conducted by CONTRACTOR, the Workforce Development Board, elected officials, the State of Michigan, the U.S. Department of Labor, the Comptroller General of the United States or their duly authorized representatives. SUBCONTRACTOR agrees to make available for examination any and all records with respect to matters covered by the Contract documents and shall permit such entities to audit, examine and make excerpts and transcripts, in whole or in part, from such records and to make audits of all contracts, invoices, materials, payments to or on behalf of all participants, records or personnel, conditions of employments and all other data relating to matters covered by the Contract documents. Such access shall be granted with or without previous announcement and shall include provision by the SUBCONTRACTOR of suitable work space for such monitoring, inspection, audit or investigation to be conducted.
- D. SUBCONTRACTOR'S performance of its duties and obligations under the Contract documents shall be monitored by the CONTRACTOR. The CONTRACTOR shall advise the SUBCONTRACTOR of any failure to perform as provided in this Contract and the SUBCONTRACTOR shall then take action to correct such deficiencies or obtain the CONTRACTOR's agreement to an amendment of these General Conditions or other pertinent provisions of the contract documents. The SUBCONTRACTOR shall have the opportunity to respond in writing to the deficiencies delineated by the CONTRACTOR. The CONTRACTOR shall be permitted to make unilateral budget(s) modification(s) in cases of non-compliance, unreasonable delays, non-performance, or under performance on the part of the SUBCONTRACTOR in fulfilling its obligations under this Contract. The SUBCONTRACTOR shall receive written unilateral budget modifications. Planned performance schedules as negotiated with the SUBCONTRACTOR and included as Appendices A & B shall be monitored against actual performance on a monthly basis and assessed on a quarterly (three month period) basis by the CONTRACTOR. Under performance within any quarter may necessitate a unilateral reduction of Contract funds to the level of actual performance. Notwithstanding the provisions of this Section, any failure of the SUBCONTRACTOR to fully perform and comply with all the terms of the Contract Documents may also serve as a basis for termination of the Contract as provided in Section XVIII, "Termination" below.

Within 90 days of Contract commencement date, the CONTRACTOR will audit expenditures in relation to planned enrollments and unilateral modification may occur as stated above based on the monitoring results.

- E. The GRANT RECIPIENT or CONTRACTOR, or other appropriate representatives of the GRANT RECIPIENT, may schedule meetings or training sessions for the purpose of improving operations. Upon proper notification of such sessions, the SUBCONTRACTOR will ensure the attendance of any staff person performing services under this agreement whose presence is requested.

SECTION XIV: AUDIT REQUIREMENTS

- A. The SUBCONTRACTOR who is a recipient of Federal assistance has the ultimate responsibility for obtaining single audits that meet the requirements of the Single Audit Act, Office of Management and Budget (OMB) Circular A-133. MWAs that provide \$25,000 or more a year to a subrecipient who complies with A-133 must determine whether the subrecipient properly spent Federal funds. The MWA must also evaluate subrecipient audit reports to determine if they necessitate adjustments to the MWA's own records, reports and financial statements.
- B. A subrecipient covered under the Act must provide for the performance of a single audit or other audit, if required, in compliance with the applicable provisions of the OMB Circular A-133 and other relevant Federal, state and local government policies and regulations. In regard to OMB Circular A-133 and compliance review requirements are described. The law requires the auditor to determine whether the subrecipient has complied with laws and regulations that may have a material effect on each major federal assistance program. All federal funds received and expended and the programs under which they were received must be identified in the audit report. The review must include the selection and testing of a representative number of charges from each major Federal assistance program. The principal compliance requirements of the largest Federal aid programs may be ascertained by referring to the compliance supplement for Single Audits of State and Local Governments, issued by OMB and available from the Government Printing Office. For those programs not covered in the Compliance Supplement, the Auditor may ascertain compliance requirements by researching the statutes, regulations, and agreements governing individual programs.
- C. If any questions arise on compliance review under the Single Audit, relevant sections of OMB Circular A-133 may be obtained from the Michigan Works! Agency (MWA). As stated under Appendix B, Section 10, 2.h., of OMB Circular A-133, "Generally, examinations should be conducted on an organization-wide basis to test the fiscal integrity of financial transactions, as well as compliance with the terms and conditions of the Federal grants and other agreements"
- D. A copy of a financial and compliance audit performed must be submitted to the CONTRACTOR depending on the subrecipient program year. (Calendar year or July through June, October through September program year.)

SECTION XV: ORAL AND WRITTEN AGREEMENTS

- A. All oral and written agreements between the parties relating to the subject matter of this Contract that were made prior to the execution of the contract have been reduced to writing and are contained herein.
- B. No oral statements of any persons, and no written statement of anyone, other than the CONTRACTOR'S authorized representative(s) shall be allowed to modify or otherwise affect the terms or meaning of the Contract.

SECTION XVI: MODIFICATIONS TO THE CONTRACT

- A. The CONTRACTOR may at any time, by written order, make revisions to the general scope

of this agreement. If any such change causes an increase or decrease in the cost of, or time required for, the performance of any part of the work under this agreement, whether changed or not by any such order, an equitable adjustment shall be made in the agreement amount or delivery schedule, or both, and the agreement shall be modified in writing accordingly. Any claim by the SUBCONTRACTOR for adjustment under this clause must be requested within thirty (30) calendar days from the date of receipt by the SUBCONTRACTOR of the notice of modification; provided, however, that the CONTRACTOR may act upon any such claim at any time prior to the final payment under this agreement if the CONTRACTOR deems such action appropriate. Nothing in this subsection shall excuse the SUBCONTRACTOR from proceeding with the agreement as modified.

- B. Where the SUBCONTRACTOR cannot conform to the changes required by federal or state laws, and/or regulations promulgated thereto, the SUBCONTRACTOR shall notify the CONTRACTOR in writing that it cannot so conform. The CONTRACTOR with the consultation of the SUBCONTRACTOR shall then establish the standards for the termination of the SUBCONTRACTOR'S program, in whole or in part, and will terminate the agreement, in whole or in part, as soon as practical. The best interests of the participants shall be the primary consideration in establishing the standards for such termination.

- C. It is understood and agreed by the parties hereto that this agreement must at all times be in compliance with the *RFP Specified Program* regulations. Revision, interpretation, and clarifications of the enacting legislation and regulations made by the Federal or State authorizing agencies or by the CONTRACTOR during the agreement period are automatically incorporated as part of this agreement and have the effect of qualifying the terms of this agreement. Based on these considerations, and in order to ensure that legal and effective performance of this contract by both parties, it is agreed by the parties hereto that this agreement may be amended in the following manner:
 - 1. The CONTRACTOR may propose amendments to the agreements which will be deemed accepted and effective immediately (or a date specified) upon signature of the modification signature sheet by the SUBCONTRACTOR.
 - 2. The CONTRACTOR shall have the right to unilaterally modify this agreement when:
 - a. Adequate funds are not available with which to continue services specified within this agreement, or
 - b. The SUBCONTRACTOR has failed to respond to corrective action requests or procedures promulgated by the CONTRACTOR within the time period specified, or
 - c. Implementation of changes in federal or state laws or regulations are required.
 - 3. The SUBCONTRACTOR may request a modification to this agreement. The request must be in writing, include explicit justification for the modification, include specific

language changes to be made, and the date the changes should be made effective. The CONTRACTOR reserves the right to accept or reject the SUBCONTRACTOR'S request for modification, in whole or in part, if it is in the best interest of the Michigan Works! Agency's employment and training program.

- D. Except as provided herein, any alteration, additions, or deletions to the terms of this agreement shall be by amendment hereto in writing and executed by both parties to this contract. To be effective, any amendment pursuant to this subsection must be signed by the CONTRACTOR'S authorized representative(s).

SECTION XVII: EMPLOYEES AND AGENTS

- A. SUBCONTRACTOR shall be responsible for the employment and supervision of all SUBCONTRACTOR staff necessary for it to perform its duties and obligations pursuant to the Contract documents. All such staff shall be employees or agents of the SUBCONTRACTOR.
- B. The employment and training services to be provided by the SUBCONTRACTOR pursuant to the Contract documents shall only be assigned to and performed by such of the SUBCONTRACTOR'S employees and/or agents as the SUBCONTRACTOR reasonably believes to possess the qualifications (e.g., skill, training, and experience) and fitness (e.g., moral character and judgment) appropriate to the assignment.
- C. If the SUBCONTRACTOR learns or reasonably suspects that any of its employees or agents, who are performing services under the Contract documents, lack the qualification and/or fitness (prescribed in subparagraph (B) above) to further perform such services, the SUBCONTRACTOR shall suspend or remove such employee or agent from further performance of services under the Contract documents. Such suspension or removal shall occur as rapidly as possible, consistent with such procedures and/or requirements as may be applicable by policy, contract, or law.
- D. If the CONTRACTOR learns or reasonably suspects that any of the SUBCONTRACTOR'S employees or agents, who are performing services under the Contract documents, lacks the qualifications and/or fitness (prescribed in subparagraph (B) above) to further perform such services, the CONTRACTOR may so notify the SUBCONTRACTOR. Upon such notification, the SUBCONTRACTOR shall promptly investigate the matter and shall take such action (e.g., suspension or removal from further performance of services under the Contract documents) as may be reasonably required to comply with the provision of subparagraph (1) above. Any such suspension or removal shall occur as rapidly as possible, consistent with such procedures and/or requirements as may be applicable by policy, contract, or law.
- E. It is understood that a SUBCONTRACTOR'S suspension or removal of an employee or agent from the further performance of services under the Contract documents (pursuant to subparagraphs B. and/or C. above) does not require the SUBCONTRACTOR to terminate or

discharge any such employee or agent, and that any such action (i.e., termination or discharge) may be made at the SUBCONTRACTOR'S discretion.

SECTION XVIII: TERMINATION OF AGREEMENT

- A. The Contract may be terminated upon written notice, in whole or with respect to a specific service, at any time by the CONTRACTOR or the SUBCONTRACTOR in the event of a material failure by the other to perform the terms and provisions of the Contract. In addition, the Contract may be terminated at any time, in whole or in respect to a specific service, by the parties hereto by mutual agreement. This Contract shall also terminate automatically at the expiration of the period of performance specified on page 2 thereof and also if there is a loss or cessation of the funding to the CONTRACTOR from federal or state governmental sources for the Contract. Upon termination, the parties shall have no further liability to each other except for a settlement of accounts and the provisions of the Contract documents, such as Indemnification in Section IX above, which contemplates performance after termination of the Contract. No services shall be provided by the SUBCONTRACTOR after the date on which termination is effective unless otherwise directed in writing by the CONTRACTOR.
- B. Either of the parties hereto have the right to terminate for cause and bring to an end performances to be rendered under this agreement by notifying the other party hereto in writing of such termination at least thirty (30) calendar days prior to the effective date of termination.
- C. Upon receipt of notice to terminate, the SUBCONTRACTOR shall immediately cancel, withdraw, or otherwise terminate any outstanding orders or subcontracts which relate to the performance of this agreement, and shall cease to incur costs hereunder.
- D. The CONTRACTOR shall not be liable to the SUBCONTRACTOR or SUBCONTRACTOR'S creditors or vendors for expenses incurred after the termination date, except that in the event that this contract terminates prior to the date specified in Section (V) and the SUBCONTRACTOR has not exhausted the amount of money allocated to it under this agreement, the CONTRACTOR may require the SUBCONTRACTOR to prove and implement a plan for continuing services to participants of programs that are to be terminated as a result of such early termination. The CONTRACTOR shall reimburse the SUBCONTRACTOR for costs required to implement such plan. Any such plan shall have as its primary consideration the best interests of the participants.
- E. Upon termination of this agreement for any reason, the SUBCONTRACTOR shall return to the CONTRACTOR within thirty (30) calendar days after receipt of a written request for return, all items which may include equipment purchased through this agreement for use in

connection with program funds under this agreement, and all records pertaining to this agreement and its programs. The SUBCONTRACTOR shall return such property and records in the manner prescribed by the CONTRACTOR. Between the date of termination

of the agreement and the date of return of the property and records, the SUBCONTRACTOR shall protect such property and records from damage, loss or destruction. Otherwise, the SUBCONTRACTOR shall preserve records relating to this agreement as provided in Section XII, C., "Records and Reports".

- F. Notwithstanding any other provision of this Section (XVIII), the CONTRACTOR shall have the right at its sole option to either temporarily suspend or permanently terminate this agreement if the CONTRACTOR, in its sole discretion, determines that the SUBCONTRACTOR does not possess the capability to continue to satisfactorily render the performances specified herein. The termination or suspension of this agreement under this subsection shall be effective upon receipt by the SUBCONTRACTOR of written notice of the CONTRACTOR'S decision. Upon receipt of such notice, the SUBCONTRACTOR shall cease to incur costs and render performances under this agreement in such manner as specified by the CONTRACTOR.
- G. If the SUBCONTRACTOR is not able to comply with any rules, regulations, directives not yet issued by the Michigan Department of Labor and Economic Growth, the SUBCONTRACTOR shall prepare for immediate termination of the contract.

SECTION XIX: SPECIAL PROVISIONS

- A. Fund Availability. In the event that adequate funding is not available, the SUBCONTRACTOR will assist the CONTRACTOR in an orderly phase out of the project.
- B. Post Program Survey. As required by the CONTRACTOR, SUBCONTRACTOR agrees to conduct a post-program follow-up survey on all participants after termination of each participant's participation in the program in accordance with United States Department of Labor requirements. If the cost of the survey exceeds the budget for the program, the SUBCONTRACTOR may request a budget modification to pay for the cost of the survey.

SECTION XX: MISCELLANEOUS

- A. The Contract and any and all rights and obligations there under, shall not be assignable unless both parties hereto agree in writing to such assignment. The Contract shall inure to the benefit of and be binding upon the parties and their respective successors and authorized assignees. All notices and other documents to be served or transmitted there under shall be in writing and addressed to the respective authorized parties hereto at the addresses stated

on Page 1 of the Contract or such other address or addressees as shall be specified by the parties from time to time and may be served or transmitted in person or by ordinary mail properly addressed with sufficient postage. The Contract may only be amended by written agreement executed by persons duly authorized by the CONTRACTOR and SUBCONTRACTOR respectively. The Contract has been executed in the State of Michigan and shall be governed by Michigan law. Any state legal action within the jurisdiction of

Ottawa County Circuit Court brought in relation to the Contract shall be brought in Ottawa County. The waiver by any party hereto of a breach or violation of any provision of the Contract documents shall not be a waiver of any subsequent breach of the same or any other Contract documents and if unenforceable for any reason, the unenforceability thereof shall not impair the remainder of the Contract documents, which shall remain in full force and effect. It is contemplated that the Contract will be executed in multiple counterparts, all of which together will be deemed to be one Contract. The Contract documents represent the entire understanding and agreement between the parties hereto. All prior oral or written understandings and agreements are specifically merged herein. The captions in the Contract documents are for convenience only and shall not be considered as part of the Contract documents or in any way to amplify or modify the terms and provisions hereof. The Contract shall be enforceable only by the parties thereto and their successors in interest by virtue of any assignment which is not prohibited under the terms of the Contract documents and no other personnel shall have the right to enforce any of the provisions contained therein.

- B. The SUBCONTRACTOR agrees to complete and have on file at the County, the Americans With Disabilities Act (ADA) Evaluation Form on each building used in conducting the *Program Specified in the RFP*. The County is to be notified of site changes and a new ADA Evaluation Form is to be completed for each new site and submitted to the County within 30 days of a new site being established.
- C. When describing or promoting the *Specified Program*, the SUBCONTRACTOR agrees to identify the Workforce Development Board and the Michigan Department of Labor and Economic Growth as a funding source and sponsor and agrees to coordinate promotion and advertising through OCMWA. Formatting of wording and a logo are to be used as provided by the Michigan Works! Agency. The CONTRACTOR shall have copyright, property and publication rights in all written or visual material or other work products developed in connection with this Contract.
- D. The SUBCONTRACTOR agrees to seek labor union concurrence with training programs whenever required by the *Specified Program*.
- E. The County is to be notified in writing of any changes in program content, structure or staffing levels, if requested.

SECTION XXI: DEFINITIONS/CLARIFICATIONS

For the purpose of providing clarity to this agreement, the following definitions are used:

Agreement (also “Contract”)

Synonymous with the term “Contract” and refers to the written document which describes services to be provided, methodology to provide services, general and specific assurances and regulatory

policies, operating budget, program and financial management systems which must be adhered to in the administration of the agreement.

CFR: Code of Federal Regulations

Contract: (See “Agreement”)

CONTRACTOR

Ottawa County Michigan Works! Agency; the agency responsible for the management and implementation of the *Program Specified in the RFP*.

Cost Categories/Limitations

As defined by the Michigan Department of Labor and Economic Growth, the categories to which the cost must be allocated are identified below.

Administrative Costs include all costs associated with the management of the program and some liability insurances.

Direct Training Costs which have direct participant benefit, and at a minimum, include costs associated with the following training activities: basic skills training, job related counseling for participants, assessment of skills and needs and job development, job and career counseling, case management services, education to work transitions, vocational exploration, training in work habits, preapprenticeships, customized training, mentoring and preemployment and work maturity skills. Direct Training costs also include costs of personnel directly involved in the above activities - on-the-job training, training materials, supplies and related costs.

Supportive Services Costs include services to applicants, supportive services, needs based payments, job search assistance, outreach, job placement and services to participants after placement.

Cost Reimbursement Contract

A contract/agreement which establishes an estimate of total costs for the purpose of obligating funds and a ceiling that the SUBCONTRACTOR may not exceed (except at SUBCONTRACTOR'S risk) unless the awarding party agrees to amend the contract to provide additional funds. The agreement provides for the reimbursement of all allowable actual costs of providing services as identified in the agreement and not to exceed the total costs as specified in this agreement.

Disallowed Costs

Those charges to the agreement that the CONTRACTOR determines to be unallowable, in accordance with the applicable Federal and/or State cost principles and the conditions of the grant or agreement.

Disbursements: Payments made by the SUBCONTRACTOR.

Grant Recipient

The County of Ottawa, the Chairperson of the Ottawa County Board of Commissioners being the authorized signature of the Ottawa County Michigan Works! Agency.

MCLA: Michigan Compiled Laws Annotated

DLEG: Michigan Department of Labor and Economic Growth

MWA: Michigan Works! Agency

Modification

Any written alteration of the approved agreement to show changes in amount, terms or conditions, budget or project period, or other administrative, technical, or financial provision. The changes may be accomplished by unilateral action of the CONTRACTOR in accordance with applicable regulations and terms of the agreement or by mutual agreement of the CONTRACTOR and SUBCONTRACTOR.

Obligations

The amounts of orders placed, contracts, subgrants, or subagreements awarded, services received, and similar transactions taking place during a given period which will require payment during a specified period.

PA: Public Act

PL: Public Law

Procurement

The process of acquiring needed facilities, equipment, supplies and/or services.

SUBCONTRACTOR

The term used synonymously with “subrecipient” and is the recipient of funds under an agreement with the CONTRACTOR. The Subcontractor is the “service provider”.

USC: United States Code

Workforce Development Board (WDB): The Board designated to participate in the local development and implementation of programs.

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