

GENERAL TERMS AND CONDITIONS

A. DEFINITIONS

As used through this Contract, the following terms shall have the meaning set forth below:

1. "The REB" – The Metro North Regional Employment Board, d/b/a MassHire Metro North Workforce Board.
2. "Agreement" or "Contract" - this document, including all attachments, addenda, and, by reference, applicable Department of Labor (DOL) and Commonwealth of Massachusetts Regulations.
3. "Contractor" - Party engaged to render services or complete tasks for amounts specified in this contract document.
4. "Authorized Representatives" - any person or persons on board or chief elected official (other than the Contracting Officer) authorized to act for the head of the agency.
5. "Contracting Officer" - the person executing this contract on behalf of the funding agency, and any other individual who is properly designated Contracting Officer; and the term includes, except as otherwise provided in this contract, the authorized representative of a Contracting Officer within the limits of his authority. The Contracting Officer will be the only individual who can legally commit the SDA to the expenditure of funds in connection with this contract or accomplish any contract changes.
6. "Subcontract" - includes all contracts, agreements or purchases, including purchase orders entered into by the contractor with a third party to procure property or services under this contract.
7. "WIOA" or Workforce Innovation and Opportunity Act which amended the Workforce Investment Act of 1998 to strengthen workforce development system through innovation in, and alignment and improvement of, employment, training, and education programs and to promote individual and national economic growth.
8. DCS - Massachusetts Department of Career Services which has statewide responsibility for oversight of local DOL programs for the Governor.
9. DESE - Massachusetts Department of Elementary and Secondary Education which has statewide responsibility for oversight of local Education programs, including Adult Education.
10. DTA - Massachusetts Department of Transitional Assistance which has statewide responsibility for oversight of local DTA programs.
11. "Modifications" - Any changes, amendments, or emendations to this contract which affect the intent, cost, quality or length of contracted services.
12. "Participant" - An individual who has been determined to be eligible to participate in and who is receiving services (except for follow-up services) under a program authorized by WIOA Title I. Participation commences on the first day following determination of eligibility on which the individual begins receiving career services, training, or other services provided under WIOA Title I.
13. Stand-in Costs - Costs paid from non-Federal sources which a recipient proposes to substitute or Federal costs which have been disallowed as a result of an audit or other review.

B. CONTRACTING OFFICER'S REPRESENTATIVES

The Executive Director of the REB may designate employees to act as his/her authorized representatives for certain specific purposes. Such designation shall not contain authority to resolve disputes, sign any contractual documents or approve any alteration to the Contract involving a change in scope, price, terms or conditions of the Contract.

C. NON-DISCRIMINATION EMPLOYMENT & EQUAL OPPORTUNITY

As a condition to the award of financial assistance from the Department of Labor under Title I of WIOA, the Contractor assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws: Section 188 of the Workforce Innovation and Opportunity Act (WIOA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, genetics, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIOA Title I--financially assisted program or activity; Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the bases 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; and Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs. The grant Contractor also assures that it will comply with 29 CFR part 37 and all other regulations implementing the laws listed above. This assurance applies to the grant Contractor's operation of the WIOA Title I-financially assisted program or activity, and to all agreements the grant Contractor makes to carry out the WIOA Title I-financially assisted program or activity. The grant Contractor understands that the United States and Massachusetts have the right to seek judicial enforcement of this assurance.

D. POLITICAL ACTIVITIES, LOBBYING PROHIBITION & ANTI-BOYCOTT WARRANTY

The Contractor may not use any Contract funds and none of the services to be provided by the Contractor may be used for any partisan or non-partisan political activity or to further the election or defeat of any candidate for public office. The Contractor will comply, where applicable, with the provisions of the Hatch Act, which limit the political activity of certain State and local government employees, along with contractors, subcontractors and participants funded through the use of WIOA funds. The Contractor shall comply with 29 CFR 93 regarding the restrictions on lobbying and the Certification and Disclosure requirements pursuant to Section 319 of Public Law 101-121.

Pursuant to Executive Order 130, or as amended, neither the Contractor nor any affiliated company of the Contractor shall participate in or cooperate with any international boycott, as defined in Section 999(b)(3) and (4) of the Internal Revenue Code of 1954, or as amended; nor shall engage in conduct declared to be unlawful by MGL c.151E sec.2. As used herein, an affiliated company shall be any business entity of which at least 51% of the ownership interests are directly or indirectly owned by the Contractor or by a person or persons, or a business entity or entities, which owns at least 51% of the ownership interest of the Contractor or any business entity which directly or indirectly owns 51% ownership interest in the Contractor.

E. SECTARIAN ACTIVITY PROHIBITED

No funds received under the WIOA program will be used for the promotion of religious worship, instruction, other religious activity or anti-religious activity. Participants in the program will not be employed in the construction, operation, or maintenance of that part of any facility which is used for religious instruction or worship. WIOA funds may be used for maintenance of a facility that is not primarily or inherently devoted to sectarian instruction or religious worship if the organization operating the facility is part of a program or activity providing services to WIOA participants.

F. STATEMENT OF TAX COMPLIANCE

Pursuant to M.G.L., Chapter 26C, Section 49A, the Contractor certifies that it has filed all state tax returns and paid all taxes as required by law.

G. USE OF FUNDS

1. Funds shall be used for those costs which are applicable to this Agreement. Funds shall not be used for the Contractor's general administration except those expenses applicable to the administration of this Contract.
2. No program funds shall be obligated for payment of:
 - a. Costs incurred for the program prior to the date of this Agreement.
 - b. Costs incurred with respect to any action of the program after the Agency has requested that the Contractor furnish data concerning such action prior to proceeding further, unless and until the

Contractor is thereafter advised by the Agency that there is no objection to so proceeding.

3. The Contractor agrees to refund to the Agency any payment or portions of payment which the Agency determines were not properly due to the Contractor under the terms of this Agreement.
4. Public or private non-profit contractor revenues in excess of costs (which have been properly earned), shall be treated as program income. As such, the receipt and expenditure of these funds must be reported and records must be kept by the Contractor, documenting that these resources are being used to underwrite additional training, or training related services pursuant to the project or program which generated them, consistent with the purposes of WIOA. Furthermore, the Contractor must submit a written request to the Agency before using these funds accordingly. The Contractor agrees not to use these funds until receiving written approval from the Agency.

The Contractor shall not consider at any time, that such payment is considered profit. The Agency reserves the right to request the return of any or all program income.

5. The Contractor is required to document the existence of costs paid from non-Federal sources to operate the program which the recipient proposes to substitute for Federal costs which have been disallowed as a result of an audit or other review. The amount of such Stand-In costs will be a fixed percentage of the Contractor's total budget.
6. For Cost Reimbursement controls, the REB shall not be obligated to reimburse the Contractor for costs incurred in excess of the approved costs, and the Contractor shall not be obligated to incur expenses in excess of the approved costs unless through mutual agreement and formal written amendment to this contract.

H. ADVERTISING

All advertising related to this program i.e. press releases, newspaper articles, pamphlets and flyers, should refer to the REB as a funding source. Copies of such materials are to be sent to the REB Contracts Monitor. Such materials shall indicate that the REB is an equal opportunity employer/program and that auxiliary aids and services are available upon request to individuals with disabilities.

I. MAINTENANCE OF EFFORT

The Contractor's level of training in existence prior to the implementation of this Contract shall continue and not be reduced in level or effort in any way as a result of receiving funds under this Contract.

If jobs are provided through this Contract they shall result in an increase in employment opportunity over those which would otherwise be available. Such jobs shall not result in the displacement of currently employed workers, including partial displacement of such as reduction in working hours, and such jobs shall not infringe upon the promotional opportunities of currently employed workers. The Contractor shall not terminate, layoff or reduce working hours of an employee in anticipation of hiring an individual with WIOA funds. If layoffs occur during the contract period, the Contractor shall immediately notify the REB and shall not permit participants to remain working in substantially similar jobs. No participants shall fill a position normally provided by a temporary, part-time, seasonal or contracted worker. No participant shall fill an existing full-time vacancy, unless the Contractor can document to the satisfaction of the REB that such use of WIOA funds does not violate any of the other maintenance of effort requirement. Funds provided under the WIOA shall not be used to duplicate facilities or service available in the area (with or without reimbursement from Federal, State or local services) unless it is demonstrated that alternative services or facilities would be more effective or more likely to achieve the Workforce Innovation and Opportunity Act performance goals.

J. AUDITS

The Contractor agrees to adhere to the audit provisions contained in OMB Circular A-133 and submit to the REB their audit nine months after the close of the fiscal year funded under this contract.

The audit should include the following reports:

Overall Financial Reporting:

Preparation of Combined Financial Reports:

- Balance sheet
- Statement of revenues, expenditures and/or changes in fund balance
- Notes to financial statements
- Accountant's report (Opinion)
- Basis of presentation
- Consolidated statement of functional expenses

Coordination of Supplementary Data in Overall Financial Report Such As:

- Supplementary Schedule of Federal Awards
- Accountant's Report on Internal Control and Administrative Requirement
- Accountant's Report on Specific Compliance Matters
- Schedule of Findings and Questioned Costs
- Resolution of Prior Audit Findings
- Filing of State and Federal Taxes for the two most recent years.
- Corrective action plan to explain findings or why corrective action plan is not needed

Evidence of Financial Integrity

In Order To Execute A Contract the REB Requires That:

1. A non-profit Contractor must provide the REB with a copy of its latest independent certified audit and most recent filing of Massachusetts Form PC, within 60 days of contract signing.
2. A for-profit Contractor must provide the REB with a copy of its latest independent certified audit or evidence of adequate Cash Flow capacity, within 60 days of contract signing.
3. Audits are to be for no less current a period than the Contractor's most recently concluded fiscal year.
4. The audit opinion is to be unmodified.
5. In the event of a modified opinion, lack of clarity in the Statements, and/or a finding or questioned costs, the REB requires a written Plan of Corrective Action prior to executing a contract.
6. Upon request, a list of the contractor's Board of Directors must be submitted.
7. A public-body Contractor will be assumed to be financially reliable.
8. A Contractor in existence less than one year need not be required to present an audit. Such Contractor may instead present evidence of adequate Cash Flow capacity.

K. INDEMNIFICATION

To the extent permitted under Massachusetts law, the Contractor will proceed and hold the REB harmless from any and all loss, claims, expenses, actions, causes of actions, costs, damages and obligations, final or otherwise, arising from any and all acts of the Contractor, its agents, employees, or licenses that result in injury to persons, damage to property or loss to the REB. The Contractor shall carry sufficient insurance to cover any of the above costs and/or actions.

L. CERTIFICATE OF INSURANCE

1. To the extent that the Contractor is not self-insured, the Contractor shall procure and thereafter maintain Workers Compensation, employer's liability, comprehensive general liability (bodily injury), "employee dishonesty", and comprehensive automobile liability (bodily injury and property damage) insurance as the Contracting Officer will from time to time require with respect to insurance, under this contract. Instead of

Worker's Compensation insurance, the Contractor may with the approval of the Contracting Officer, maintain a self-insurance program. All insurance required shall be in such form and in such amounts as the Contracting Officer may from time to time require or approve, and with insurers approved by the Contracting Officer.

2. The Contractor agrees, to the extent and in the manner required by the Contracting Officer, to submit for the approval of the Contracting Officer any other insurance maintained by the Contractor in connection with the performance of this contract and for which the Contractor seeks reimbursement hereunder.
3. The Contractor shall be reimbursed for the portion allowable to the contract for the reasonable cost of insurance as required or approved pursuant to the provisions of this clause.
4. Upon signing the contract, the contractor will submit to the REB Certificates of Insurance for the above captioned areas.

M. AVAILABILITY OF FUNDS

This Agreement is contingent upon the receipt of funds and continued authorization for program activities. In the event that such funds become unavailable for any reason or authorization for program activities is withdrawn or otherwise modified, the REB has the unilateral right and absolute discretion to terminate this Agreement.

N. PROGRAM CANCELLATION

If the program provider is not able to recruit 80% of projected enrollment, the REB has the option to cancel the program and terminate this agreement. Notification of cancellation will be made in writing at least one (1) week in advance of the beginning of the program.

O. CORRECTIVE ACTION

If a contractor's performance is found not to comply with program performance as outlined in the contract, the contractor may be required to develop a corrective action plan.

The following are reasons for which a contractor may be required to develop such a plan:

1. A high rate of negative terminations, or terminations not meeting criteria as outlined in Part I.
2. Changes in program curriculum, scheduling, or student/teacher ratio from Part I of this agreement which have not been approved by the grants manager.
3. Any other situation or condition significantly impacting the successful completion of this agreement.

P. SANCTIONS

The REB shall reserve the right to place sanctions on the Contractor for deficiencies concerning program performance or for noncompliance with the WIOA Act, DCS regulations, or the REB's stated policies. Wherever feasible, the REB shall give the Contractor an opportunity to prepare and carry out a corrective action plan. However, the REB's failure to provide the Contractor with an opportunity for corrective action shall not prevent it from imposing sanctions. Such sanctions may include, but are not limited to:

- Termination or reduction of contract allocation.
- Withholding of payment.
- Debarment of particular Contractor's or sub-contractor(s).
- Repayment from non-WIOA funds for violations of law and regulations.

Q. TERMINATION AND ACTIONS UPON TERMINATION

1. Without Causes – The REB may terminate this Contract by giving written notice to the Contractor at least thirty (30) calendar days prior to the effective date of termination as stated in the notice.
2. For Cause - If the Contractor fails to perform under this Contract or fails to make sufficient progress so as to

endanger or fails in any way to comply with the terms and conditions of this Contract, the REB may terminate this Contract, in whole or in part, by giving written notice to the Contractor at least ten (10) calendar days before the effective date of termination stated in the notice. The notice shall state the reason(s) for termination and will state a reasonable period, not less than (10) calendar days, during which the reason(s) for termination will be remedied, subject to the approval of the REB.

3. Emergency – The REB may terminate or suspend this Contract by providing written notice to the Contractor stating the grounds for the REB action, in the form of telegram, mailgram, hand carried letter or other appropriate written means, if the REB determines that immediate action is necessary to protect state and/or federal funds or property or to protect person from injury. Such termination or suspension action shall be effective upon receipt of notice of either suspension or termination by the Contractor.

In the case of a suspension under this paragraph, the notice of suspension shall be accompanied by instructions from the REB specifying requisite action(s) by the Contractor to remove the suspension, a proposed timetable for meeting those requirements and a description by the REB of allowable activities and costs, if any, during the suspension period.

Failure by the Contractor to remedy the stated deficiencies according to the timetable prescribed by the REB shall be cause for immediate termination.

4. Notwithstanding the terms contained in this section, in the event of termination, the Contractor shall not be relieved of liability to the REB for injury or damages sustained by the REB by virtue of any breach of this contract by the Contractor. In the event of any such breach or default by the Contractor hereunder, the REB will withhold any payments to the Contractor for the purpose of setoff until such time as the exact amount of damages due to the REB from the Contractor is determined.
5. Subject to the provisions of Paragraph 4 above, the REB shall promptly pay the Contractor for all services performed to the effective date of termination provided the Contractor is not in default of the terms of this Agreement and submits to the REB properly completed invoices, with supporting documentation covering such services no later than 30 days after the effective date of termination.
6. Upon the termination of this Contract, for any reason whatsoever, the Contractor shall cooperate fully with the REB and all partners involved in the work, activities, services or other actions that are the subject of this Contract (the "Contract Activities") to ensure the smoothest possible transition from the performance of the Contract Activities by the Contractor to the performance of the Contract Activities by a new third party contractor. The Contractor's cooperation shall include, without limitation, providing to the REB all of the Work Product that is the subject of Paragraph EE below, which is owned by the REB and remains the property of the REB notwithstanding the termination of this Contract. In addition, the Contractor shall facilitate the transfer of any employer and worker/jobseeker clients being serviced by the Contractor pursuant to this Contract and the transfer of all client and program related information from the Contractor to any new third party contractor that is or will be performing the Contract Activities. In the event that the Contract Activities will not be carried on by a third party contractor, the Contractor shall nevertheless provide all Work Product to the REB and otherwise cooperate fully with the REB in carrying out any and all activities or actions that are necessary or appropriate in connection with the termination of this Contract, as determined by the REB.

R. HEALTH AND SAFETY

Appropriate standards for health and safety in work and training situations will be maintained. All training and/or instruction provided to participants under the WIOA program will take place in an environment where appropriate standards for health, safety and comfort are maintained. Participants in on-the-job training operated with WIOA funds as defined in 20 CFR Part 663.700, are subject to the same health and safety standards established under State and Federal law which are applicable to similarly employed employees, of the same employer, who are not participants in programs under WIOA. Facilities will be adequately heated and ventilated; with adequate toilet, rest and lunch areas; easy access to potable water; and separate and clearly delineated non-smoking areas.

S. INVOICING

Invoices will be paid 30 days after receipt at the REB, contingent upon receipt of funds by the REB from the funding

source. All invoices submitted should be for training services provided in the previous month and should be submitted no later than 30 days after the end of the month. If invoices are submitted later than 60 days after the end of the month, the Contractor may be placed on fiscal corrective action.

T. NON ASSIGNABILITY

This agreement is between the REB and the Contractor. All monetary recompense for training shall be paid by the REB as outlined in the Payment Schedule. Participants will not be liable for any portion of this payment or for monies not earned due to performance. Also, the contractor will not charge participants for books, tools, supplies, fees, or any other cost associated with this training program. All costs for the Training program named herein are included in the contract total. The contract total represents the total amount of monies that may be earned, based upon performance under this contract.

U. ASSIGNMENT BY CONTRACTOR

The Contractor may not assign or delegate, in whole or in part, or otherwise transfer any liability, responsibility, obligation, duty or interest under this Contract, provided however, that the REB may approve the assignment of present and prospective claims for money due and owing to the Contractor pursuant to this Contract to a bank, trust company or other financial institution insured by the Federal Deposit Insurance Corporation (FDIC).

Absent such approval by the REB, or other judicial mandate or legislative requirement, the REB shall have no legal obligation to transfer any payments to the Contractor's assignee. Any authorized complete or partial assignment of the Contractor's interest in this Contract shall require the assignee to supply such information as the REB deems necessary to comply with the Commonwealth's rules and regulations governing contracts for services, and shall be expressly made subject to all defenses, set-offs, or counter-claims which would have been available to the REB against the Contractor without such assignment.

V. REPORTING REQUIREMENTS

The Contractor agrees to submit to the REB the reports outlined in the contract document.

W. ACCOUNTING RECORDKEEPING

The Contractor shall maintain its own accounting system which, at a minimum, must include Books of Original Entry, a Ledger or other mechanism for summarizing the result of transactions, and all supporting documentation.

1. Books Of Original Entry Must Include, But Are Not Limited To:

- | | |
|-----------------------|---------------------|
| a. Cash Receipts | d. Payroll Register |
| b. Cash Disbursements | e. General Journal |
| c. Expense Register | |

For convenience, elements may be combined (e.g. Cash Disbursements/Expense Register).

2. Documentation Must Include But Is Not Limited To:

- a. All bank statements and reconciliations;
- b. Time attendance records and payroll records;
- c. Staff travel authorization and vouchers;
- d. Inventories of equipment obtained with grant funds;
- e. Documentation covering match contributions; program income and stand-in costs;
- f. Invoices, purchase orders, leases and receiving and inspection reports;
- g. Contract files containing the agreement, amendments, and copies of all billing.

X. RECORDS

The Contractor will keep full and detailed accounts and records as may be necessary for the proper financial management under this contract and shall retain records for a period not less than three years. All records relating to this contract become the property of the REB.

Examination of Records

1. The Contractor agrees that the REB, or any of their duly authorized representatives shall, until the expiration of three years after final payment under this contract, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Contractor involving transactions related to this contract.
2. The Contractor further agrees to include in all his subcontracts hereunder a provision to the effect that the subcontractor agrees that the REB, its funding sources and any of their duly authorized representatives shall, until the expiration of three years after final payment under the subcontract, have access to and the right to examine any directly pertinent books, documents, papers, and records of such subcontractor, involving transactions related to the subcontract.

3. Inspection

The Contractor agrees that the REB, or any of their duly authorized representatives shall, until the expiration of three years after the date of submission of the final expenditure report under this contract, have the right to examine or audit any pertinent books, documents, papers and records of the Contractor involving transactions related to this contract, the right to interview employees of the Contractor with respect to transactions related to this contract and the right to enter onto the premises of the Contractor at all reasonable times in order to have access to such books, documents, papers, records and employees.

If prior to the expiration of the three year retention period, any litigation or audit is begun or a claim is instituted involving the grant or agreement covered by the records of the Contractor, the Contractor shall retain the records beyond the three year period until the litigation, audit findings or claim has been finally resolved.

Without limiting the REB's other legal remedies, in the event that the Contractor fails to comply with the provision, the parties agree that the REB may obtain specific performance of the clause through the courts.

The Contractor further agrees to include in all its subcontracts hereunder a provision to the effect that the subcontractor agrees that the REB its funding sources and any of their duly authorized representatives shall, until the expiration of three years after the final payment under the subcontract, have access to and the right to examine or audit any directly pertinent books, documents, papers and records of such subcontractor involving transactions related to the subcontract. The term "subcontract" as used in this clause excludes subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.

4. Records Closeout

All parties to this Agreement understand and agree that an interim expense report and backup closeout documentation must be completed and available to the REB for approval within thirty days of termination of this Agreement. The final expense report must be available with final closeout documentation within sixty days of termination of this Agreement.

Y. SUBCONTRACTS

1. The Contractor shall obtain the written consent of the REB prior to placing any subcontract. The REB will, at its discretion, ratify in writing any such subcontract; such action shall constitute the consent of the REB.
2. The Contractor agrees that no subcontract placed under this contract shall provide for payment on a cost plus or a percentage of cost basis.
3. The REB will have discretion to specially approve in writing any of the provisions of a subcontract. However, such approval or the consent of the Grants Manager obtained as required by this clause shall not be construed to constitute a determination of the allowability of any cost under this contract, unless such approval specifically provides that it constitutes a determination of the allowability of such cost.
4. The Contractor shall give the REB immediate notice of any claim made against the Contractor by any

subcontractor or vendor which in the opinion of the Contractor, may result in litigation, related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the REB.

5. The consent, approval, or ratification of a subcontract or any terms thereof shall not put the REB in contractual privity with the subcontractor; shall not unless otherwise stated, constitute an endorsement or approval of any provision of the subcontract; and shall not relieve the Contractor of his responsibility for the performance and provision of services under this contract.
6. The REB shall approve all contracts and subcontracts.

Z. UTILIZATION OF MINORITY BUSINESS ENTERPRISES

1. It is the policy of the government that minority business enterprises shall have the maximum practicable opportunity to participate in the performance of the government contracts.
2. The Contractor agrees to use his best efforts to carry out the policy in the award of his subcontracts to the fullest extent consistent with the efficient performance of this contract. As used in this contract, the term "minority business enterprise" means a business at least 50% of the stock of which is owned by minority group members. For the purposes of this definition, minority group members are Black, Asian, Pacific Islander, American Indian, Alaskan Native, and/or Hispanic. Contractors may rely on written representations by subcontractors regarding their status as minority business enterprises in lieu of an independent investigation.
3. In this regard, the Contractor shall establish a workable policy that will enable minority business enterprises to be considered fairly as subcontractors and suppliers under this contract, by providing them with an equitable opportunity to compete for subcontracts where reasonably possible.

AA. MONITORING ACCESS

The Contractor recognizes the monitoring responsibility of the REB as principal funding source and will make available staff and trainees to provide an opportunity to track program progress in a fashion designed to least interfere with the regular training routine. Monitoring visits shall include examination of participant case files, observation of program activities and interviews with staff and participants. Records may be copied if necessary.

At any time during the term of this Agreement, the Contractor shall permit, in addition to the REB Monitor, the Secretary of Labor, Comptroller General, DCS, or their designated representatives to conduct on site evaluations and monitor program performance to ensure compliance with the terms of this Agreement.

At any time during normal business hours and as frequently as the REB, DOL, DCS, or any funding source deems necessary, there shall be made available for examination and audit, all contracts, invoices, payroll records, general ledger and supporting accounting records, personnel files, attendance records and any other data relating to all matters covered by this Agreement.

BB. MODIFICATIONS

The Contracting Officer will at any time, by written order, and without notice to the sureties, make changes within the general scope of this contract. If any such changes cause an increase or decrease in the cost of, or time required for performance of any part of the work under this contract, whether changed or not by any such order, an equitable adjustment shall be made in the contract price and shall be modified in writing accordingly. Any claim by the Contractor for adjustment under this clause must be asserted within 30 days from date of receipt by the Contractor of the notification of changes; provided, however, that the Contracting Officer, if he decides that the facts justify such action, will receive and act upon any such claim asserted at any time prior to final payment under this contract.

All cost items subject to variation beyond the control of the Contractor shall be subject to renegotiation between, the REB and the Contractor. Failure to agree to any adjustment shall be a dispute concerning a question of facts within the meaning of the clause or this contract entitled "Disputes". However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

Both parties shall approve all contract and subcontract modifications. Contract and subcontract modifications shall be accomplished on an authorized Contract Modification Sheet.

In situations where, cost increases are the direct result of legislation or collective bargaining agreements, this contract shall be modified to reflect those changes.

CC. DISPUTES

1. Except as otherwise provided in this contract, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the Grants Manager, who shall present a decision in writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of Grants Manager shall be final and conclusive unless, within 30 days from the date of receipt of such copy, the Contractor mails or otherwise furnishes to the Grants Manager a written appeal addressed to the funding agency. The decision of the funding agency or its duly authorized representatives for the determination of such appeals shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent or capricious or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. In connection with any appeal proceeding under this clause, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder the Contractor shall proceed efficiently with the performance of this contract and in accordance with the Grants Manager's decision.
2. This "Dispute" clause does not precede consideration or law questions in connection with decisions provided for a paragraph (a) above: Provide, that nothing in this contract shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

DD. GRIEVANCE PROCEDURE POLICY

Pursuant to the procedures set forth below, any individual or organization may file a grievance alleging a violation of the Workforce Innovation and Opportunity Act, rules, regulations, grants or other agreements made under the programs by the Commonwealth of Massachusetts, subrecipients or contractors. Grievances that do not involve a violation of the regulations, grant terms or other agreements under the programs are not subject to this procedure. With the exception of complaints alleging fraud, criminal activity or discrimination, the filing of a grievance under WIOA must be made within two years of the date of the alleged violation. Grievances under WIOA alleging discrimination, including those alleging gender discrimination, must be filed within one hundred eighty (180) days of the date of the alleged violation.

Where the alleged violation of program regulations is also an alleged violation of another law, regulation or agreement, nothing in this procedure precludes an individual or organization from filing a complaint or grievance under such other law or agreement with respect to the non-WIOA cause of action, at the same time that a grievance under this procedure is pending.

Any Contractor who is the recipient of WIOA funds shall continue to operate or shall establish and maintain for WIOA participants a grievance or complaint procedure relating to the terms and conditions of employment.

Contractors must inform participants of the grievance or complaint procedure they are to follow. The Contractor's procedures must provide, upon request by the complainant, a review of the Contractor's decision by the Department of Career Services or its designee and by the Governor or his/her designee, if necessary, in accordance with 20 CFR Parts 627.501, 627.502, 627.503, 627.504 and 20 CFR Part 645.270 (f).

- (a) The Contractor agrees to implement and maintain an Equal Employment Opportunity Program. Such a program shall include (but is not limited to):
 1. Formulation and maintenance of a grievance resolution system for participants and staff.
 2. Notification to all participants and staff, in writing, at enrollment or hire, of the Program's Grievance Resolution System, as well as the EEO compliance and other related activities.
 3. Designation of staff within the Contractor as responsible for EEO compliance and other related activities.

4. Designation of a Grievance Officer.

- (b) Any Contractor that does not maintain an Equal Employment Opportunity Program agrees to fully participate in the Equal Employment Programs and activities established by Department of Career Services, including procedures to be established for monitoring EEO activities.
- (c) This grievance procedure shall be used in all protests, disputes and claims causes in reference to this Agreement.

EE. OWNERSHIP OF MATERIALS; COPYRIGHT

All reports, data, and material prepared by the Contractor under this agreement or furnished to the Contractor by the REB, its representatives, or otherwise obtained or prepared under the terms of this agreement or in connection with any Contract Activities (collectively, "Work Product") is and shall remain the property of the REB. All Work Product shall be deemed to be work made for hire, and the REB shall own the copyright to all such Work Product. The Contractor shall execute such instruments of transfer as may be required by the REB to confirm the REB's ownership of the copyright to all Work Product.

FF. CONFLICTS OF INTEREST

1. The Contractor warrants that it has not employed or retained any company or person other than a bonafide employee working solely for the Contractor, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, gifts, or any other considerations, contingent upon or resulting from the award or making of this contract.
2. Contractor warrants that no individual formerly employed by the Federal Manpower Administration or the REB has or will perform representational activities before the REB on behalf of the contractor. For the purposes of this paragraph, individuals so formerly employed (above) shall mean an individual who within the last two years was employed, with or without compensation, in the Federal Manpower Administration or in the REB or any subdivision thereof in a position equal to GS-14 or above, and provided that this shall not include those individuals who were employed or retained as consultants for a period of less than sixty (60) days in any twelve months period within the two (2) years. Further, representational activities here shall mean any appearance, conversation or other direct contact, including telephonic conversations, and any correspondence with the REB or any subdivision or employee thereof, in relation to the contract or grant or modification there to containing this clause. In the event of breach or violation of this warranty by the Contractor it is agreed that the REB or the Commonwealth of Massachusetts shall have the right to annul this contract or grant without liability to the Government if the REB or Commonwealth of Massachusetts determines in its discretion that it is in the interest of the Government to do so, or to debar the Contractor, or grantee or both. Such remedies are separate from and in addition to any other remedy provided elsewhere under this contract or the Grant and in addition to applicable EOE and State Regulations.

No officer, member, or employee of the REB and no member of its governing body who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this project shall (a) participate in any decision relating to this agreement which affects this personal interest of any corporation, partnership or association in which he is, directly or indirectly interested; or (b) have any interest, direct or indirect, in this agreement or the proceeds hereof. A Sample Code of Conduct Policy is available from the Contracting Officer.

GG. DISCLOSURE OF CONFIDENTIAL INFORMATION

The Contractor agrees to maintain the confidentiality of any information regarding trainees, project participants or their immediate families which may be obtained through Contract forms, interviews, tests, reports from public agencies or counselors, or any other source. Without the permission of the trainee or participants, such information shall be divulged only as necessary for purposes related to the performance or evaluation of the contract and to persons having responsibilities under the contract, including those furnishing services to the project under subcontracts. The Contractor shall further comply with the provisions of the Fair Information Practices Act. Ch.776 of the Acts of 1975, and with the regulations promulgated thereunder by the Executive Office of Economic Affairs.

HH. EPA ASSURANCE

For grants, subgrants, contracts and subcontracts in excess of \$100,000, or where the grant officer has determined that orders under an indefinite quantity contract or subcontract in any year will exceed \$100,000, or if a facility to be used has been subject of a conviction under the Clean Air Act (42 U.S.C. 1857C08 (c)-9(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(C)) and is listed by the Environmental Protection Agency (EPA) or is not otherwise exempt, the grantee assures that: No facility to be utilized in the performance of the proposed grant has been listed on the EPA list of Violating Facilities.

It will notify the REB, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, including that a facility to be utilized for the grant is under consideration to be listed on the EPA list of Violating Facilities.

It will include substantially this assurance, including this third part, in every non-exempt subgrant, contract or subcontract.

II. FIDELITY BOND

If the Contractor receives advance payments, the Contractor shall obtain a personal fidelity bond of \$50,000 for each of its employees who is permitted to engage in financial transactions involving contract funds. Bonding should include but not be limited to Contractor employees who handle payroll.

JJ. SEPARATE ACCOUNTS

If the Contractor receives advance payments, the Contractor must be able to track and provide an accounting of all funds received from the REB pursuant to this agreement and shall use such funds solely for purposes set forth in this agreement.

KK. PELL GRANTS

Contractor shall be responsible for ensuring the filing of Contracts for Pell Grant or Supplemental Education Opportunity Grant (SEOG) assistance or any other assistance available for each Participant enrolled in a Pell Grant or SEOG approved course. The Contractor shall reduce the amount due to the Contractor, or remit to Metro North Regional Employment Board (the REB) the portion of the Pell Grant to be applied to the cost of tuition, fees and books, if received after the termination of training. No compensation shall be earned or deemed payable for services provided to a WIOA program participant to the extent that any such services are paid for, directly or indirectly, through a Pell Grant (or Supplemental Education Opportunity Grant (SEOG)) or by any other source. The Contractor shall take sufficient actions to assure that WIOA programs will not be charged when other assistance is available.

II. PROPERTY

No WIOA funds may be expended for the acquisition of real property. Real property means land and structures there to, excluding movable machinery and equipment.

The Contractor shall keep an adequate inventory of any and all equipment, supplies and materials with a unit price of \$250 or more purchased with funds pursuant to the approved budget. All unused expendable and non-expendable property shall remain the property of the WIOA program, and shall be returned to the REB as the Funding Agency at the end of the contract period, unless the Contractor receives different instructions in writing from the REB.

MM. NEPOTISM

No Contractor will hire a person in an On-The-Job Training position, administrative capacity or consultant position funded under WIOA if the individual or a member of his/her immediate family is employed in the administrative capacity of DOL, Executive Office of Labor and Workforce Development (EOLWD), or the Contractor. The Contractor agrees to inform EOLWD of any potential violation of the nepotism restriction.

NN. UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITION

Parties to this Agreement will comply with the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1979 (P.L. 91-646) which requires fair and equitable treatment of persons displaced as a result of Federal and federally-assisted programs.

OO. CHILD LABOR

No participant under 18 years of age will be employed in any occupation which the U.S. Secretary of Labor has found to be particularly hazardous for persons between 16 and 18 years of age (a list of such occupations is published in 29 CAR Part 1500, Subpart E). Any eligible trainees under 16 years of age will be employed only in accordance with limitations imposed by 29 CAR Part 1500 Subpart C.

PP. RULES OF CONSTRUCTION

In any litigation between the parties hereto, Commonwealth of Massachusetts statutes shall apply, and Massachusetts rules of contraction will be followed.

QQ. DRUG FREE WORKPLACE

The Contractor agrees to adhere to the Drug Free Workplace Regulations and will so attest.

RR. UNIONIZATION AND ANTI-UNIONIZATION

No contract funds shall in any way be used to either promote or oppose unionization.

SS. SEVERABILITY

If any Articles or provision of this Agreement is declared or found to be illegal, unenforceable, or void, then both the REB and the Contractor shall be relieved of all obligations under that provision. The remainder of the Agreement shall be enforced to the fullest permitted by law.

TT. CERTIFICATION REGARDING DEBARMENT

The Contractor certifies, that neither it nor its principals

- (a) Are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (b) Have within the 3 year period preceding this Contract 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 of records, making false statements or receiving stolen property.
- (c) Are presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with the commission of any of the offenses enumerated in paragraph (b) above.
- (d) Have within the 3 year period preceding this Contract had one or more public transactions (Federal, State or local) terminated for cause or default.

UU. PROVISION OF CHILD CARE

The Contractor certifies that, at the time of this Contract, it is in compliance with the provisions of the Massachusetts Acts of 1990, c.521 sec. 7 as amended by the Massachusetts Acts of 1991, c.329 and 102 CMR 12.00, and that the Contractor is either a "qualified employer" (it has fifty (50) or more full time employees and has established a dependent care program, child care tuition assistance program, or on-site or nearby child care placements) or the Contractor is an "exempt employer".

VV. TERMINATION OF ELIGIBILITY DUE TO INACCURACY OR NONCOMPLIANCE

- (a) Eligible Providers determined to have intentionally supplied inaccurate information on their Contract, performance information, program description or cost information shall have their eligibility to receive REB funds terminated for a period not less than 2 years.
- (b) Eligible Providers determined to have substantially violated any requirement of the Workforce Innovation and Opportunity Act may have their eligibility to receive WIOA funds terminated for the program involved.
- (c) Eligible Providers who are terminated under paragraph (a) or (b) above, shall be liable for repayment of all funds received for the program during any period of noncompliance described in such paragraph.

WW. ELIGIBILITY, PERFORMANCE AND COST INFORMATION TRACKING

The Contractor hereby agrees that it will collect and track the following program specific information:

- (a) Documentation for program eligibility, including but not limited to age, citizenship, income, and grade levels, etc. This information must be provided to designated Career Center representatives. In some cases, personal information is kept confidential by governmental agencies. In such cases, the Contractor agrees to verify requested information on a standardized form or make arrangements with governmental agencies to obtain the information and provide it to the Career Centers.
- (b) The program completion rates for all individuals participating in the applicable program, including individuals who are not receiving assistance under WIOA section 134 and individuals who are receiving such assistance.
- (c) The percentage of all individuals participating in the applicable program who obtain unsubsidized employment, which may also include information specifying the percentage of the individuals who obtain unsubsidized employment in an occupation related to the program conducted, including individuals who are not receiving assistance under WIOA section 134 and individuals who are receiving such assistance.
- (d) The wages at placement in employment for all individuals participating in the applicable training, including individuals who are not receiving assistance under WIOA section 134 and individuals who are receiving such assistance.
- (e) For individuals who received assistance under WIOA section 134, the retention rates in unsubsidized employment of participants who have completed the applicable program, in the fourth quarter after exit.
- (f) For individuals who received assistance under WIOA section 134, the wages received by participants who have completed the applicable program, in the fourth quarter after exit.
- (g) For individuals who received assistance under WIOA section 134, where appropriate, the rates of licensure or certification, attainment of academic degrees or equivalents, or attainment of other measures of skills, of the graduates of the applicable program.
- (h) Information on program costs (such as tuition and fees). All information shall be collected in a manner that shall facilitate verification of the data. In order to retain eligibility to receive WIOA Title I funds for training services under section 134, the Contractor shall submit, at least annually, under procedures established by the Governor the information outlined above.