MERRIMACK VALLEY WORKFORCE INVESTMENT BOARD (MVWIB)  
CITY OF LAWRENCE  
FIXED FEE CONTRACT

CONTRACT NUMBER: 65-628-T-651  
CONTRACT START DATE: 10/1/2016  
CONTRACT END DATE: 6/30/2017

NAME OF FUNDING AGENCY AND ADDRESS  
Merrimack Valley Workforce Investment Board, City of Lawrence  
439 South Union Street, Bldg. 2  
Lawrence, MA 01843

CONTRACTOR NAME AND ADDRESS  
Middlesex Community College  
591 Springs Road  
Bedford, MA 01730  
$144,000.00

TOTAL MAXIMUM DOLLAR AMOUNT OF CONTRACT:  

CONTRACT FUNDING TITLE:  
Foundation & Manufacturing Training

NAME OF PROGRAM:  
17.277

CFDA NUMBER (if applicable)

The following sections herewith constitute the articles of this contract between the two parties named above:

Section I: Signatures  
Section II: Work Statement  
Section III: Budget / Payment Schedule and Reporting Requirements  
Section IV: MVWIB Terms, Conditions, and Assurances  
Section V: Attachments

This document, when signed and returned to Merrimack Valley Workforce Investment Board (MVWIB) Fiscal Agent, the City of Lawrence Division of Grants Administration (DGA), shall constitute an offer from the Contractor. If the offer is accepted by the MVWIB and City of Lawrence, it shall be signed by the City of Lawrence Chief Elected Official (CEO) or the Fiscal Agent and shall be binding upon the MVWIB and the City. The rights and obligations of the parties to this contract shall be governed by the following documents: a) This contract; b) the solicitation, if any; c) the Workforce Innovation and Opportunity Act and associated Federal Regulations; d) Policy Directives issued by the Commonwealth Corporation and the Department of Career Services, and all other applicable Federal, State and Local Laws; e) MVWIB, City of Lawrence Terms, Conditions, and Assurances.

METHOD OF PROCUREMENT - SERVICE PROCURED WITHOUT PUBLIC BID

NAME OF FUNDING AGENCY:  
Merrimack Valley Workforce Investment Board, City of Lawrence

NAME OF CONTRACTOR:  
Middlesex Community College

SIGNATURE:  
TYPED NAME: Rafael Abislaïman  
TYPED TITLE: MVWIB Executive Director  
DATE:

SIGNATURE:  
TYPED NAME:  
TYPED TITLE:  
DATE:

No activities will be reimbursed that exceed the Contract Amount or that are outside the Contract Period.
MERRIMACK VALLEY WORKFORCE INVESTMENT BOARD (MVWIB)
CITY OF LAWRENCE
FIXED FEE CONTRACT

Contractor Name: Middlesex Community College
Contract #: 65-628-T-651

Sections
Section I: Signatures
Certification for Signature
Fiscal Contact Information

Section II: Work Statement

Section III: Budget / Payment Schedule and Reporting Requirements
Reporting Requirements & Submission
Budget / Payment Schedule
Contractor's Closeout

Section IV: MVWIB Terms, Conditions, and Assurances

Section V: Attachments
Equal Opportunity is the Law
Formal Grievance / Complaint Policy
SECTION I.
SIGNATURES
CERTIFICATION FOR SIGNATURES
FISCAL CONTACT INFORMATION
CERTIFICATION FOR SIGNATURE
(USE PART ONE (1) TWO (2) OR THREE (3) BELOW AS APPROPRIATE)

1 SMALL BUSINESS:

NAME OF THE BUSINESS: ____________________________

I certify that, I am fully authorized and empowered to execute agreements, contracts and similar documents. I also certify that the authority thereby conferred is not inconsistent or in conflict with Certificate of incorporation, Charter, By-Laws or other applicable governing documents.

SIGNATURE OF THE AUTHORIZED PERSON: ____________________________

2 CORPORATION:

NAME OF THE CORPORATION: ____________________________

DATE OF THE BOARD OF DIRECTORS MEETING: ____________________________

NAME OF THE AUTHORIZED PERSON: ____________________________

TITLE OF THE AUTHORIZED PERSON: ____________________________

At a duly authorized meeting of the Board of Directors of the above Corporation held on the above date at which all the Directors were present or waived notice, it was VOTED, that the above Name of the person of this company, be and hereby is authorized to execute (officer) contracts, invoices, and bonds in the name and behalf of said company, and affix its corporate seal thereto; and such execution of any contract or obligation in this company’s name on its behalf by such above Name of Authorized Person under seal of the company, shall be valid and (officer) binding upon

SIGNATURE OF THE AUTHORIZED PERSON: ____________________________

SIGNATURE OF THE CLERK: ____________________________

I hereby certify that I am the clerk of the above company that the above named person is the duly elected of said company, and that the above vote has not been amended or rescinded and remains in full force and effect as of the date of this contract.

Corporate Seal (If Applicable): ____________________________

3 PUBLIC AGENCY:

NAME OF THE AGENCY: Middlesex Community College

NAME OF THE AUTHORIZED PERSON: ____________________________

TITLE OF THE AUTHORIZED PERSON: ____________________________

I above named person certify that I am the legal officer of the above Agency that the above named person is the duly appointed Director of said Agency, and that as such I have authority to enter into the foregoing agreement with Sub Grantee on behalf of said Agency.

Signature: ____________________________ Title: ____________________________
FISCAL CONTACT INFORMATION

CONTRACTOR NAME: Middlesex Community College
PROGRAM NAME: Foundation & Manufacturing Training

FISCAL STAFF(S) (Contact person(s) for billing purposes)

NAME
ADDRESS
PHONE NUMBER
FAX NUMBER
E-MAIL ADDRESS

NAME(S) OF PERSON(S) AUTHORIZED TO SIGN

MONTHLY CONTRACTOR EXPENSE REPORTS

FINAL CONTRACTOR EXPENSE REPORT

FISCAL CONTRACTOR CLOSE-OUT

If there are any changes to the above information during the contract period, please send an updated form to the DGA.
SECTION II.
WORK STATEMENT
WORK STATEMENT
MIDDLESEX COMMUNITY COLLEGE

At a $6,000 per student unit rate, Middlesex Community College contracts to accomplish the following under this SP NEG funded grant:

- Screen and enroll twenty-seven (24) unemployed or underemployed, able, Career Center-referred training prospects in coordination with its Vocational High School partners;
- Educate and train enrolled students in coordination with its Vocational High School partners and in accordance with agreed upon Foundation Skills (~104 hours) and Manufacturing (~270 hours) curriculums;
- Collaborate with Career Center, Vocational High School and NAMC Market Manager staff in job development and help place enough students in training-related jobs to achieve at least an 80% training-related employment rate;
- Consult with manufacturing company, vocational high school, career center and WIB staff on how best to continuously improve manufacturing training curriculums in order to achieve maximum trainee hiring and retention alongside manufacturing employer satisfaction;
- Monitor and document student performance and manufacturing staff communications to provide relevant program feedback and data to NAMC;
- Participate in quarterly or bi-annual lessons learned sessions;
- Work with employer partners, career centers and NAMC to update education /certificate/credential goals as needed;
- Collaborate with vocational high schools, the SP NEG program manager, and NAMC market managers on trainee employer engagement activities (i.e. company tours and guest lecturers).
SECTION III.
BUDGET / PAYMENT SCHEDULE AND REPORTING REQUIREMENTS

REPORTING REQUIREMENTS & SUBMISSION
BUDGET / PAYMENT SCHEDULE
CONTRACTOR'S CLOSEOUT
INSTRUCTIONS

Budget/Payment Schedule and Reporting Requirements

CONTRACTOR NAME Middlesex Community College
PROGRAM NAME Foundation & Manufacturing Training
START AND END DATES 10/1/2016 - 6/30/2017
CONTRACT NUMBER 65-628-T-651
CONTRACT AMOUNT $144,000.00

This file contains following tabs.

1 Reporting Requirements & Submission (described below)
2 Budget/Payment Schedule
3 Contractor's Close-Out Document Instructions - This form explains why and how to fill this form.
4 Contractor's Close-Out Document - This is the form you must use at the end of the program. This form is due 10th working day following the termination date of the contract.

1 Reporting Requirements & Submission

Under the terms of this contract, the contractor is required to complete and submit all forms, reports, and documents as may be requested by the Division of Grants Administration (DGA).

Specific reports and documents that must be submitted are outlined below. However, the DGA reserves the right to initiate and institute any additional reports that may act as instruments in evaluating and charting the process of and adherence to this contract. All forms, reports, and documents must be signed by a duly authorized officer of the contract. The contractor should take special note that failure to submit accurate and complete reports within the designated time period can result in revocation of funds and/or program termination.

SPECIFIED REPORTS AND DOCUMENTS

<table>
<thead>
<tr>
<th>TYPE OF REPORTS</th>
<th>DATE DUE</th>
<th>SUBMIT TO</th>
</tr>
</thead>
<tbody>
<tr>
<td>Development &amp; Submission of Training Plan</td>
<td>Prior to the start date of the first training cycle</td>
<td>MVWIB</td>
</tr>
<tr>
<td>Contractor Invoice</td>
<td>After enrollee completes one week of the training</td>
<td>DGA</td>
</tr>
<tr>
<td>Fiscal Contractor Close-Out</td>
<td>10th working day following the termination date of the contract</td>
<td>DGA</td>
</tr>
<tr>
<td>Final Narrative Report</td>
<td>15th working day following the termination date of the contract</td>
<td>DGA</td>
</tr>
</tbody>
</table>

REPORT SUBMISSION

1 Development & Submission of Training Plan

2 Contractor Invoice

3 Fiscal Contractor Close-Out

4 Final Narrative Report

TYPE OF REPORTS

1 Development & Submission of Training Plan

2 Contractor Invoice

3 Fiscal Contractor Close-Out

4 Final Narrative Report

SUBMITTED TO

Susan Almono, Director of Planning & Coordination
Merrimack Valley Workforce Investment Board
439 South Union Street, Bldg. 2, Suite 102
Lawrence, MA 01843

Tracy Myszkowski, Fiscal Director
Division of Grants Administration
439 South Union Street, Bldg. 2, Suite 106
Lawrence, MA 01843

2 Budget Payment Schedule

Please submit the Invoice on your Company Letterhead as per the Budget Payment Schedule and include Student Name(s).

Please attach the backup documentation as per the Budget Payment Schedule with the Invoice.

Please submit the Invoice after an enrollee completes one week of training. DGA will pay within 30 days of the receipt of the invoice.
BUDGET PAYMENT SCHEDULE

This fixed fee contract will not exceed total reimbursement in the amount of: $144,000.00

Components of the Program:

After enrollees completes one week of Occupational Skills Training, payment will be made at a rate of $6,000 per trainee for up to 24 trainees.

If the trainee does not complete one week of Occupational Skills Training, payment will be made according to the Middlesex Community College Refund Policy, which is as follows:

Students officially withdraw from a noncredit course by either completing a Student Action Form or not attending the first two days of the training.

<table>
<thead>
<tr>
<th>Withdrawal</th>
<th>Refund</th>
</tr>
</thead>
<tbody>
<tr>
<td>On or before October 18, 2016</td>
<td>100% Refund</td>
</tr>
<tr>
<td>On October 19, 2016 or after</td>
<td>No Refund</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>No.</th>
<th>Program Name</th>
<th>Maximum participants</th>
<th>Cost per Participant</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Manufacturing Skills Occupational Training</td>
<td>24</td>
<td>$6,000.00</td>
<td>$144,000.00</td>
</tr>
<tr>
<td></td>
<td>Total</td>
<td></td>
<td></td>
<td>$144,000.00</td>
</tr>
</tbody>
</table>

The Division of Grants Administration will pay up to $144,000.00 for this Training Program funded by the Sector Partnership NEG.

When billing please provide the following information.
1 Names of the Trainee(s) and Start Date of the Training for each trainee.

Submission of Invoices

Please submit your invoice on your company letter head to the DGA as described under the "Budget Payment Schedule and Reporting Requirements Section 2."
The Contractor's Close-Out Statement - Finalize the expiration of the contract. It means following:

1. No Contract Modification is contemplating which will extend the period of the contract or change the contract amount.
2. No Obligation shall be incurred under the contract subsequent to the expiration date or in an amount that exceeds the contract budget.

Contractor's Close-Out Statement has four (4) questions, which must be answered and completed by the contractor.

These four questions are **Yes** or **No** Questions. Please check off whichever applies to the question.

- **If you check off NO:** No further action is required
- **If you check off YES:** You must attach appropriate documentation for each Yes question as backup.

The Contractor's Close-Out Financial Status - Finalize the contract amount and documents the variance between Contract Budget and Total Reimbursement received by contractor.

The **Contractor's Close-Out Document is due 10th working day following the termination date of the contract.**

The Contractor's Close-Out Document must be signed and dated by an authorized official.
CONTRACTOR CLOSE-OUT DOCUMENT

CONTRACTOR'S CLOSE-OUT DOCUMENT

CONTRACTOR NAME: ____________________________
PROGRAM NAME: Middlesex Community College
Foundation & Manufacturing Training
START & END DATES: 10/1/2016 - 6/30/2017
CONTRACT NUMBER: 65-628-T-651
CONTRACT AMOUNT: $144,000.00

CONTRACTOR'S CLOSE-OUT STATEMENT

1. Do you have any disagreement with the above information? [ ] YES [ ] NO

2. Do you have any assignments of refunds, rebates, or credits due on this contract? [ ] YES [ ] NO

3. Did you earn any Program Income from this contract? [ ] YES [ ] NO

4. Do you have any reason why you should not release DGA of any further liability of this contract? [ ] YES [ ] NO

If any of the above questions are answered YES please attach appropriate documentation.

CONTRACTOR'S CLOSE-OUT FINANCIAL STATUS

1. Current dollar amount paid to you by DGA

2. Final Reimbursement requested

3. Total dollar amount received/to be reimbursed to you by DGA (1+2) $0.00

4. Contract Budget $144,000.00

5. Variance (4-3) $144,000.00

AUTHORIZED SIGNATURE - CONTRACTOR

AUTHORIZED SIGNATURE - DGA
Hi Varsha,

Please see update below:

- Withdrawal on or before October 18, 2016 .................. 100% refund
- Withdrawal after October 19, 2016 or after ..................... No refund

Yes, please send the contract to both of us.

Please let me know if you have any questions.

Thank you,
Lisa

Lisa Tuzzolo
Program Manager
Corporate Education and Training
Middlesex Community College
Phone: 978-656-3109

From: Varsha Gandhi [mailto:vgandhi@mvwib.org]
Sent: Thursday, September 15, 2016 9:36 AM
To: Lisa Tuzzolo <TUZZOLOL@middlesex.mass.edu>; Judy Burke <BURKEJ@middlesex.mass.edu>
Cc: Kate O'Malley <komalley@northshorewib.com>; Tracy Myszkowski <Tmyszkowski@mvwib.org>; Rafael Abislaiman <rabislaiman@mvwib.org>
Subject: Middlesex Community College Refund Policy
Importance: High

Good Morning Lisa & Judy,

I am in process of creating the Middlesex Community College Contract for SPNEG grant.

Could you please forward me the current Middlesex Community College Refund Policy which will apply to this training? I need to incorporate the refund policy in the contract.

Also once the Contract is ready for the signature, Should I just email the contract to both of you? If not, please provide me with the Name of the person with their email address.

If you have any question or need more information please let me know.

Thank you,
From: Kate O'Malley [mailto:komalley@northshorewib.com]
Sent: Wednesday, September 07, 2016 1:00 PM
To: Varsha Gandhi <vgandhi@mvwib.org>; Tracy Myszkowski <Tmyszkowski@mvwib.org>
Cc: tuzzolo1@middlesex.mass.edu; burkej@middlesex.mass.edu
Subject: mcc contract

Hello Varsha and Tracy,

Did you send Middlesex Community College their contract for the next cycle of the SPNEG grant? The start date is 10/17/16.

I copied Lisa Tuzzolo (Program Manager) and Judy Burke (Dean of Corp & Comm Ed & Training) from MCC so that you can coordinate appropriately.

Thank you!

Kate

Kate O'Malley
Project Coordinator
North Shore Workforce Investment Board
70 Washington Street
Suite 314
Salem, MA 01970
komalley@northshorewib.com
www.northshorewib.com
978-741-3805 x116
SECTION IV.
MVWIB TERMS, CONDITIONS, & ASSURANCES
1. DEFINITIONS:

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

a. "Agreement" or "Contract" - This document, including all attachments, addenda, and, by reference, applicable Department of Labor (DOL) and Commonwealth of Massachusetts Regulations.

b. "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.

c. "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 Merrimack Valley Workforce Investment Board (MVWIB) to the expenditure of funds in connection with this contract or accomplish any contract changes.

d. "Contractor" - Party engaged to render services or complete tasks for amounts specified in this contract document.

e. "CommCorp" (Commonwealth Corporation) - Which has statewide responsibility for oversight of select local DOL programs for the Governor.

f. "DESE" (Department of Elementary & Secondary Education) - Which has statewide responsibility for oversight of local DESE programs.

g. "DCS" (Massachusetts Department of Career Services) - Which has statewide responsibility for oversight of select local DOL programs for the Governor.

h. "EOLWD" (Executive Office of Labor Workforce Development) - An agency operating under the Executive branch of the Commonwealth of Massachusetts that oversees and helps to coordinate labor and workforce development activities among Department of Career Services and the state Workforce Investment Board.

i. "DGA" (Division of Grants Administration) - The Division of Grants Administration, thereafter referred to as the DGA acts as the fiscal entity for the Merrimack Valley Workforce Investment Board (MVWIB) and the City of Lawrence (COL) for WIOA, and other workforce investment funds serving the citizens of the fifteen communities comprising the Lower Merrimack Valley Workforce Investment Area for which the City of Lawrence has financial liability.

j. "DTA" (Department of Transitional Assistance) - Which has statewide responsibility for oversight of local DTA programs.

k. "Lower Merrimack Valley Workforce Investment Area" (LMVWIOA) - The region served by the local Workforce Investment Board (MVWIB), and the ValleyWorks Career Center, consisting of the following fifteen (15) communities: Amesbury; Andover; Boxford; Georgetown; Groveland; Haverhill; Lawrence; Merrimac; Methuen; Newbury; Newburyport; North Andover; Rowley; Salisbury; and West Newbury.

l. Merrimack Valley Workforce Investment Board (MVWIB) - Regional workforce investment board designated by the Governor and appointed by the Chief Elected Official (CEO) of the region charged with policy development, planning and oversight of the workforce system within the LMVWIOA.

m. "Modifications" - Any changes, amendments, or emendations to this contract which affect the intent, cost, quality or length of contracted services.

n. "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 core, intensive training or other services provided under WIOA Title I.

o. "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.
MERRIMACK VALLEY WORKFORCE INVESTMENT BOARD
CITY OF LAWRENCE

CONTRACT TERMS, CONDITIONS AND ASSURANCES
SUBRECIPIENT / VENDOR CONTRACTS

Stand-in Costs - Costs paid from non-Federal sources which a recipient proposes to substitute for Federal costs which have been disallowed as a result of an audit or other review.

"WIOA" or Workforce Innovation & Opportunity Act - Which authorized the Secretary of Labor to prescribe such rules, regulations, and guidelines as necessary to provide workforce investment activities that increase the employment, retention and earnings of participants.

2. MERRIMACK VALLEY WORKFORCE INVESTMENT BOARD AND CITY OF LAWRENCE FISCAL AGENT

The MVWIB and the Fiscal Agent for the City of Lawrence, designated by the CEO, have legal authority to commit expenditures of funds in connection with this Contract or to approve or disapprove any Contract changes. The MVWIB or Mayor of the City of Lawrence may designate employees to act as authorized representatives for certain specific purposes.

3. STATEMENT OF TAX COMPLIANCE

Pursuant to M.G.L., Chapter 62C, Section 49A, the Contractor certifies that it has filed all state tax returns and paid all taxes as required by law. The Contractor also certifies that it has filed all federal tax returns and paid taxes as required by federal law.

4. NON-DISCRIMINATION EMPLOYMENT & EQUAL OPPORTUNITY

As a condition to this award of financial assistance from the U.S. Department of Labor or Massachusetts Executive Office of Labor and Workforce Development, under Title I of WIOA or for any other funds for which the City of Lawrence or MVWIB have liability 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 & Opportunity Act of 1998 (WIOA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex (including sexual harassment, gender identity, pregnancy and gender based wage discrimination), national origin, age, disability (physical or mental, including failure to accommodate), genetic information, sexual orientation, parental status or retaliation for prior EEO protected activity, 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, as amended, the Americans with Disabilities Act of 1990 (ADA), and the ADA Amendments Act of 2008 (P.L. 110-325), which became effective on January 1, 2009 that provides, "a clear and comprehensive national mandate for the elimination of discrimination" and "clear, strong, consistent, enforceable standards addressing discrimination" by reinstating a broad scope of protection to be available under the ADA, 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 applicant also assures that it will comply with 29 CFR part 37 and all other regulations implementing the laws listed above. This assurance applies to the grant applicant's operation of the WIOA Title I-financially assisted program or activity, and to all agreements the grant applicant makes to carry out the WIOA Title I-financially assisted program or activity. The grant applicant understands that the United States and Massachusetts have the right to seek judicial enforcement of this assurance.

5. 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 996(h)(5) and (4) of the Internal Revenue Code of 1984, 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.
6. **DRUG FREE WORKPLACE**

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

7. **EPA ASSURANCE**

For grants, sub-grants, 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 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 Merrimack Valley Workforce Investment Board 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, where applicable.

8. **CERTIFICATION REGARDING DEBARMENT**

The Contractor certifies, by execution of this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal or State department or agency.

9. **SECTARIAN ACTIVITY PROHIBITED**

No funds received under this Contract 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.

10. **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 this agreement will take place in an environment where appropriate standards for health, safety and comfort are maintained. Participants in employment activities in on-the-job training operated with WIOA funds as defined in 20 CFR Part 663.703, 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.

11. **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 PL Part 1500, Subpart E). Any eligible trainees under 16 years of age will be employed only in accordance with limitations imposed by 29 CFR Part 1500 Subpart C.
12. **NEPOTISM**

No Contractor will hire a person in an On-The-Job Training position, administrative capacity or consultant position funded under WIOA or any other funds provided through the MVWIB or City of Lawrence if the individual or a member of his/her immediate family is employed in the administrative capacity of DOL, EOLWD, DCS, Commonwealth Corporation, the Contractor, the Merrimack Valley Workforce Investment Board, or the City of Lawrence. The Contractor agrees to inform the MVWIB of any potential violation of the nepotism restriction.

13. **UNIONIZATION AND ANTI-UNIONIZATION**

No WIOA or any other funds provided through this Contract shall in any way be used to either promote or oppose unionization. No participants may be placed into or remain working in any position which is affected by labor disputes involving a work stoppage. Where such an employment activity would violate a collective bargaining agreement, authorized individuals of the appropriate labor organization and employer shall provide written concurrence before the employment activity is undertaken. Nothing in this section shall prevent an employer from checking off union dues or service fees pursuant to applicable collective bargaining agreements or state law.

14. **FUNDING AND FISCAL YEAR APPROPRIATION**

Appropriations for expenditures by the MVWIB and COL and authorizations to spend for particular purposes are made on a fiscal year basis. The fiscal year of the MVWIB is the twelve-month period ending June 30 of each year. The obligation of the MVWIB/COL under this Contract for any subsequent fiscal year following the fiscal year in which this contract is executed is subject to the appropriation to the MVWIB/COL of funds sufficient to discharge the MVWIB/COL obligation which accrues in such subsequent fiscal year, and to the authorization to spend such funds for the purposes of this Contract. In the absence of such appropriation or authorization, this Contract shall be terminated immediately without liability for damages, penalties or other charges.

15. **USE OF FUNDS, COST LIMITATIONS & EXPENDITURE REQUIREMENTS**

Funds shall be used for those costs which are applicable to this Contract, consistent with the approved budget and subject to the applicable WIOA or other funding source Cost Limitations and Expenditure Requirements as described in 20 CFR Part 667.200 Expenditures of WIOA funds totaling less than the maximum grant obligation, will have cost limitations based on actual expenditures utilizing the percent limitations specified in MVWIB Policy or, when applicable, the Contractor's individual grant sub-agreement. Funds shall not be used for the Contractor's general administration except those expenses applicable to the administration of this Contract. No program funds shall be obligated for payment of costs incurred for the program prior to the effective date of this Contract or costs requiring specific MVWIB/COL approval until the Contractor is advised by the MVWIB in writing that there is no objection to proceeding. The Contractor agrees to refund to the MVWIB/COL any payment or portions of payment determined not properly due to the Contractor under the terms and conditions of this Contract. WIOA or other contract funds may not be used to substitute for funding of any other activities or programs not covered in this contract agreement. Disallowed costs will be repaid to the MVWIB/COL by the Contractor from funds other than those granted to the Contractor by the MVWIB/COL or other federal funding sources.

Revenues earned by a governmental or private non-profit contractor that are in excess of the actual costs incurred in providing services shall be treated as program income. As such, the Contractor may retain any program income earned by the Contractor only if such income is added to the funds committed to the contract under which it was earned, that such income is used for contract purposes and under the terms and conditions applicable to the use of the grant funds, and such income is reported to the MVWIB/COL. WIOA or other grant required classification of costs and administrative cost limitations, where applicable, shall apply to such funds. Program income not used in accordance with the requirements of this section, 29 CFR 95.24 or 29 CFR 97.25(g)(2) shall be returned. The MVWIB/COL 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.
15. MAINTENANCE OF EFFORT

Funds provided under this Contract shall only be used for activities that are in addition to those which would otherwise be available in the area in the absence of such funds. Funds provided under WIOA shall not be used to duplicate facilities or services available in the area (with or without reimbursement from Federal, State, or local services) unless it is demonstrated that the alternative services or facilities would be more effective or more likely to achieve the program’s performance goals.

17. COMPLIANCE

The Contractor will comply with all Federal, State, County and local statutes, laws, and regulations, and with MVWIB policies. The Contractor will comply with the Workforce Innovation & Opportunity Act as Amended and its implementing Regulations found at 20 CFR Part 652, et al. No provision of this Agreement is intended to relieve the Contractor from the responsibility and liability for complying with applicable laws, regulations, and policies.

18. CORRECTIVE ACTION

If a contractor's performance is found not to comply with program performance as outlined in the terms and conditions of this Contract, the Contractor will be required to implement corrective action. Corrective action may be required of the Contractor under, but not limited to, the following circumstances: The Contractor has failed to deliver services or products in the Contract; the Contractor failed to deliver these services or products according to the Contract schedule; or that the Contractor has failed to deliver at the quality and outcomes called for in the Contract.

19. SANCTIONS

The Merrimack Valley Workforce Investment Board (MVWIB), or the City of Lawrence shall reserve the right to place sanctions on the Contractor for deficiencies concerning program performance or for noncompliance with the WIOA Final Rules, 20 CFR Part 652, et al. or the stated policies of MVWIB, the City of Lawrence and/or Commonwealth Corporation or the Massachusetts Executive Office of Labor and Workforce Development Department of Career Services. Wherever feasible, the MVWIB, or COL shall give the Contractor an opportunity to prepare and carry out a corrective action plan. However, failure to provide the Contractor with a reasonable period, not less than (10) calendar days, during which the reason(s) for termination must be remedied, subject to the approval of the MVWIB/COL. The MVWIB/COL reserves the right to terminate this Contract immediately in the event of the Contractor’s criminal indictment, participation in fraudulent activities or in the event the Contractor files for bankruptcy.

20. TERMINATIONS

This Contract shall terminate as indicated on the contract cover page unless terminated prior thereto as follows:

a. "Without Cause" - Either party may terminate this Contract, without cause and without penalty, by giving written notice to the other party at least thirty (30) calendar days prior to the effective date of termination as stated in the notice, or such other period as is mutually agreed in advance by the parties.

b. "For Cause" - If the Contractor fails to perform under this Contract, or fails to make sufficient progress so as to endanger Contract performance, or fails in any way to comply with the terms and conditions of this Contract, the MVWIB/COL 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 state a reasonable period, not less than (10) calendar days, during which the reason(s) for termination must be remedied, subject to the approval of the MVWIB/COL. The MVWIB/COL reserves the right to terminate this Contract immediately in the event of the Contractor’s criminal indictment, participation in fraudulent activities or in the event the Contractor files for bankruptcy.

c. "Emergency" - The MVWIB/COL may terminate or suspend this Contract by providing written notice to the Contractor stating the grounds for action, in the form of telegram, mailgram, hand carried letter or other appropriate written means, if the MVWIB/ determines that immediate action is necessary to protect state and/or federal funds or property or to protect individuals from injury. Such termination or suspension action shall be effective upon receipt by the Contractor of notice of either suspension or termination. In the case of a suspension under this paragraph, the notice of suspension shall be accompanied by instructions from MVWIB, or COL specifying requisite action(s) by the Contractor to remove the suspension, a proposed timetable for
meeting those requirements and a description of the allowable activities and costs, if any, during the suspension period. Failure by the Contractor to remedy any identified deficiencies according to the timetable prescribed by the MVWB/COL shall be cause for immediate termination.

d. "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 MVWB/COl shall have the unilateral right and absolute discretion to modify or terminate this Agreement at any time.

e. "Force Majeure" - Neither party shall be liable to the other nor be deemed to be in breach of this Contract for failure or delay in performing arising out of causes factually beyond its control and without its fault or negligence. Such causes may include, but are not limited to: Acts of God or the public enemy, wars, fires, floods, epidemics, quarantine restrictions, strikes, unforeseen freight embargoes or unusually severe weather. Dates or times of performance shall be extended to the extent of delays excused by this section, provided that the party whose performance is affected notifies the other promptly of the existence and nature of this delay. It is agreed that since the performance dates of this Contract are of the essence and important to the implementation of essential MVWB work, continued failure to perform for periods aggregating forty-five (45) or more calendar days during the contract performance period, even for causes beyond the control of the Contractor, shall afford MVWB the right to terminate this Contract without termination costs or penalties.

21. OBLIGATION IN EVENT OF TERMINATION

In the event of any termination, the Contractor shall not be relieved of liability to the MVWB/COl for injury or damages sustained by the MVWB/COl by virtue of any breach of this Contract by the Contractor. The MVWB/COl shall promptly pay Contractor for all services performed to the effective date of termination provided Contractor is not in default of the terms of this Contract and submits to the MVWB/COl a properly completed invoice, with supporting documentation covering such services, no later than thirty (30) days after the effective date of termination. In the event of termination pursuant to Section 21(b) of this Contract, the MVWB/COl will withhold any payments to the Contractor for the purpose of offset until such time as the exact amount of damages due to the MVWB/COl from the Contractor is determined. Upon termination, all documents, finished or unfinished, data, studies and reports prepared by Contractor pursuant to this Contract shall become the property of the MVWB/COl.

22. AUDITS

The Contractor agrees to adhere to the audit requirements of the WIOA Act and/or the requirements of the program, funding source and the regulations promulgated thereunder by the U.S. Department of Labor (20 CFR Part 667.200(b), 20 CFR Part 645.230), the provisions contained in OMB Circular A-133, as applicable, and the procedures and policies of the MVWB/COl/Commonwealth Corporation/DCS. Where applicable, the Contractor shall submit to the MVWB/COl fiscal agent their audit no later than 30 days after the audit of a program funded under this Contract is complete, but no later than 9 months after the end of the fiscal year of the contractor.

23. INDEMNIFICATION

Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the Commonwealth of Massachusetts and the MVWB and City of Lawrence, including its agents, officers and employees against any and all liability and damages the Commonwealth and the MVWB/COl may sustain or incur in connection with the performance of this Contract by reason of acts, inaction, omissions, negligence or reckless or intentional conduct of the Contractor, its agent(s), officers, employees or subcontractors, provided that the Contractor is notified by the Commonwealth and MVWB/COl of any claim within a reasonable time after the Commonwealth and the MVWB/COl become aware of it, and the Contractor is afforded an opportunity to participate in the defense of such claim and any negotiated settlement agreement or final judgment.

24. WORKERS COMPENSATION AND OTHER INSURANCE

The Contractor shall procure and thereafter maintain Workers Compensation, employer's liability, comprehensive general liability (bodily injury), and comprehensive automobile liability (bodily injury and property damage) insurance, with respect to insurance, under this Contract. If the Contractor receives advance payments, the Contractor shall obtain a personal fidelity bond for a minimum of $50,000 for each of its employees who are permitted to engage in financial transactions involving WIOA or other funds. Bonding should include but not be limited to Contractor employees who handle payroll.
In lieu of Worker's Compensation insurance, the Contractor must maintain a self-insurance program. Such insurance shall be fully funded by the Contractor. The Contractor shall be reimbursed for that portion allowable to the Contract for the reasonable cost of insurance as required or approved pursuant to the provisions of this clause. Upon written request, Contractor will submit to the COL fiscal agent (DGA) Certificates of insurance for the above mentioned areas.

25. ADVERTISING

All materials related to this program including, but not limited to, press releases, newspaper articles, pamphlets and fliers concerning the Contractor's relationship with the MVWIB, or COL or DTD/ValleyWorks Career Center must refer to the MVWIB, as funding source. Such materials shall clearly state the percentage of the total costs of the program or project which will be financed with federal money; the dollar amount of the federal funds for the project or program; and the percentage and dollar amount of the total cost of the project or program that will be financed by non-governmental sources. Copies of materials intended for public consumption are to be sent to MVWIB.

26. DISCLOSURE OF CONFIDENTIAL INFORMATION

a. The Contractor shall maintain the confidentiality of any information regarding trainees, project participants and their immediate families that may be obtained through application forms, interviews, tests, reports from public agencies or counselors, or any other source. Without the permission of the trainees 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. The Contractor shall comply with the provisions of the Fair Information Practices Act, Ch. 776 of the Acts of 1975, and with MVWIB policy.

b. The Contractor agrees to take reasonable steps to insure the physical security of such data under its control, including, but not limited to fire, protection against smoke and water damage; alarm systems; locked files; guards, or other devices reasonably expected to prevent loss or unauthorized access to electronically or mechanically held data; limited terminal access, access to input documents and output documents, and design provisions to limit use of personal data.

c. The Contractor agrees that it will inform each of its employees, having any involvement with personal data or other confidential information, of the laws and regulations relating to confidentiality. The MVWIB or its agents shall have access to any data maintained pursuant to the Contract without the consent of the data subject. The Contractor shall use personal data and materials derived from such data only as necessary in the performance of this Contract.

27. ACCOUNTING RECORDKEEPING

The Contractor shall maintain its own accounting system which, at a minimum, must include Books of Original Entry, a General Ledger or other mechanism for summarizing the result of transactions, and all supporting documentation in accordance with Generally Accepted Accounting Principles (GAAP). The Contractor shall adequately safeguard funds to ensure that they are used for the purposes authorized. Necessary accounting records must be maintained to document the proper use of these funds for the intended purposes and to identify individual contract cash balances.

28. RECORDS. RECORD RETENTION

The Contractor will keep full and detailed accounts and records as may be necessary for proper financial management under this Contract. The Contractor shall comply with any programmatic and fiscal recordkeeping and reporting requirements identified by the MVWIB/ COL, including format, contents, details and submission requirements.

At a minimum, records/files concerning MVWIB-funded trainees will include the following: Copies of weekly timesheets and any related attendance documentation; Any material concerning the trainee which may be transmitted from the MVWIB, it's fiscal agent DGA or the Career Center to the Contractor, such as any enrollment documents, intake/assessment testing documents, Individual Service Strategy (ISS), MVWIB Grievance Policy, etc; Any materials normally utilized by the Contractor to record and assess the trainee's progress such as copies of tests, projects, etc, including progress notes composed by Contractor staff regarding the MVWIB, funded trainee's participation and progress; Any other documentation or records not otherwise identified in this section which the MVWIB, or its agents, may subsequently request of the Contractor should be maintained for a period of seven (7) years from the contract end date.
EXAMINATION OF RECORDS

The Contractor agrees that the Governor, the Executive Office of Labor & Workforce Development (EOLWD), the President of Commonwealth Corporation, the State Auditor, the U.S. Department of Labor, the Department of Career Services or the MVWIB or any of their duly authorized representatives shall, until the expiration of the retention period under this Contract, have access to and the right to examine and copy, at reasonable times and upon reasonable notice, any directly pertinent books, documents, papers, and records of the Contractor involving transactions related to the 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, and records of the Contractor involving transactions related to this Contract; and 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, and records of the Contractor involving transactions related to the Contract.

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

MONITORING ACCESS

At any time during normal business hours and as frequently as deemed 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. Monitoring visits may include examination of participant case files, observation of program activities and interviews with staff and participants. Records may be copied at a reasonable expense, if necessary.

NON-ASSIGNABILITY

This agreement is between the MWVIB, the City of Lawrence and the Contractor. The Contractor may not assign or otherwise transfer total liability, responsibility, obligation, duty or interest under this Contract. All monetary recompense for Contracted services shall be paid by the MVWIB/COL as outlined in the Budget and invoicing instructions subject to the Contractor's compliance with appropriate cost limitations and expenditure requirements. The Contract total represents the maximum total costs that may be incurred under this agreement.

SUBCONTRACTS

Pursuant to this Contract, the Contractor may not subcontract any of the services to be provided or delegate in part or, with respect to WIOA funded Programs delegate in whole to any organization, association, individual, corporation, partnership or other such entity without the written consent of the MVWIB prior to placing any subcontract. The Contractor shall give the MWVIB 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 MVWIB/COL. The consent, approval, or ratification of a subcontract or any terms thereof shall not put the MVWIB/COL in contractually agreement privately 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 its responsibility for the performance and provision of services or its obligation, duty or interest under this Contract. Contractor shall not subcontract with nor delegate to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549 "Debarment and Suspension".

UTILIZATION OF MINORITY OR WOMEN-OWNED BUSINESS ENTERPRISES

It is the policy of the government that minority or women-owned business enterprises shall have the maximum practicable opportunity to participate in the performance of government contracts. The Contractor agrees to use its best efforts to carry out the policy in the award of subcontracts to the fullest extent consistent with the efficient performance of this Contract.
34. **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 & Opportunity Act, rules, regulations, grants or other agreements made under the programs by the Commonwealth of Massachusetts, the Executive office of Labor and Workforce Development, the Department of Career Services, Commonwealth Corporation, MVWIB 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 or other funds for which the City of Lawrence has liability must be made within one year of the date of the alleged violation. Grievances under WIOA alleging discrimination, including those alleging gender discrimination and any other protected class as described in \#4 Non-Discrimination Employment & Equal Opportunity, 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 separate cause of action, at the same time that a grievance under this procedure is pending.

Any Contractor who is the recipient of WIOA funds or other funds provided through the MVWIB and City of Lawrence shall continue to operate or shall establish and maintain for WIOA participants and others a grievance or complaint procedure relating to the terms and conditions of employment. Any Contractor who does not have a grievance procedure may use this procedure by submitting a letter requesting inclusion in MVWIB's Grievance Procedure.

As the WIOA administrative entity the MVWIB/COL (and its Contractors) must inform participants of the MVWIB 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 MVWIB, the Commonwealth Corporation, DCS 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 and a related Affirmative Action Plan. 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 and Affirmative Action compliance and other related activities.
3. Designation of staff within the Contractor as responsible for EEO and Affirmative Action compliance and other related activities and designation of a Grievance Officer.

b. Any Contractor that does not maintain an Equal Employment Opportunity Program and a related Affirmative Action Plan agrees to fully participate in the Equal Employment and Affirmative Action Programs and activities established by MVWIB, including procedures to be established for monitoring EEO/AA activities.

c. This grievance procedure shall be used in all protests, disputes and claims causes in reference to this Agreement.

35. **DISPUTES**

a. 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 MVWIB Executive Director and COL Fiscal Agent who shall present a decision in writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the duly authorized representatives 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 MVWIB or the COL Fiscal Agent a written appeal addressed to the Executive Committee of the MVWIB the duly authorized representatives for the determination of such appeals. This decision shall be final and conclusive unless determined by the 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
38. **CONFLICTS OF INTEREST/ CODE OF CONDUCT**

The Contractor shall comply with the requirements of 20 CFR Part 567.200(4)(i) and 29 CFR Part 97.36(b)(3) which address codes of conduct and real or apparent conflict of interest issues. No officer, member or employee of the Contractor shall cast a vote on, or participate in, any decision making capacity (including discussions to which all proposers are not afforded equal opportunity), on the provision of services by such officer, member or employee (or any organization which that officer, member or employee directly represents), or on any matter which would provide any direct financial benefit to that officer, member or employee, or a member of their immediate family. The Contractor warrants that it has not employed or retained any company or person other than a bona fide 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, gift, or any other consideration, contingent upon or resulting from the award or making of this Contract. No officer, member, or employee of the MVWIB or City of Lawrence, 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 his/her personal interest in any corporation, partnership or association in which he/she is, directly or indirectly, interested; or (b) have any interest, direct or indirect, in this agreement or the proceeds hereof.

37. **INTELLECTUAL PROPERTY RIGHTS. OWNERSHIP OF MATERIALS**

All reports, data, and material prepared by the Contractor under its agreement or furnished to the Contractor by the MVWIB, DTD or its representatives, or otherwise obtained or prepared under the terms of this agreement, shall remain the property of the MVWIB. Upon the termination of this Contract, the originals of all finished and unfinished, documents, data, studies, reports, manuals, materials or other "deliverables", identified in the approved plan or work statement, prepared or delivered by the Contractor specifically pursuant to this Contract, or paid for with Contract funds, shall become the property of the MVWIB and the Commonwealth shall have title and own the copyright in such "deliverable". The Contractor shall have a royalty-free non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use these "deliverables" whether published or unpublished, unless such use is restricted in this Contract. The Contractor shall make any application for patent or copyright or any "deliverable" without the prior written consent of the MVWIB. Unless other procedures are specified by the parties in this Contract, the Contractor shall not make any press statement or issue any material for publication, derived from the "deliverable" under this Contract without the prior written approval of the MVWIB. The originals of finished and unfinished documents, data, studies, reports, manuals, materials or programs provided by the Contractor which are not copyrightable by the MVWIB or COL or which are already owned or copyrighted by the Contractor shall be specifically identified as a "non-deliverable" in this Contract. The MVWIB shall have a royalty-free non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use any "non-deliverable" identified in this Contract unless restrictions on such use are specified.

39. **PROPERTY**

No WIOA funds may be expended for the acquisition of real property without the prior written consent of the MVWIB/DGA. Real property means land and structures thereto, excluding movable machinery and equipment. The Contractor shall keep an adequate inventory of any and all equipment, supplies and materials purchased with funds pursuant to the approved budget. The Contractor shall follow applicable WIOA regulations and Mass Workforce Issuance 07-99 regarding the disposition of property at the end of the contract period, unless the Contractor receives different instructions in writing from MVWIB/DGA or City of Lawrence.

39. **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. 91-648) which requires fair and equitable treatment of persons displaced as a result of Federal and Federally assisted programs.
40. RENTAL AND LEASING OF PREMISES

All rental and leasing of premises must be reasonable, necessary, and properly procured.

41. PELL GRANTS

Contractor shall be responsible for ensuring the filing of applications 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 from the MVWIB/COL, or remit to the MVWIB/COL the portion of the Pell Grant to be applied to the cost of tuition, fees and books, if received after the termination of this Contract. Notwithstanding any provision of this Agreement to the contrary, no compensation shall be earned or deemed payable for services provided for under this Agreement 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 services paid for through such grants are not paid for under this Agreement (including the reduction of invoices to the extent of such grant payments, the return of any funds paid hereunder for services paid for through such grants, and any other actions as may be required by the MVWIB/COL).

42. MODIFICATIONS

The MVWIB Executive Director and/or the COL Fiscal Agent or other duly authorized representatives, 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 related profit 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 duly authorized representative 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 re-negotiation between MVWIB, or COL and the Contractor. Failure to agree to any adjustment shall be a dispute concerning a question of facts within the meaning of the clause of 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 modifications in writing. Contract and 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 may be modified to reflect those changes.

43. FORUM AND CHOICE OF LAW

Any actions arising out of this Contract shall be governed by the laws of the Commonwealth of Massachusetts, and shall be brought and maintained in a state or federal court within the Commonwealth, which shall have exclusive jurisdiction thereof.

44. WAIVERS

Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any way limit the legal or equitable remedies available to that party. No waiver by either party of any default or breach shall constitute a waiver of any subsequent default or breach.

45. SEVERABILITY, HEADINGS AND INTERPRETATION, INTEGRATION

If any Article or provision of this Agreement is declared or found to be illegal, unenforceable, or void, then both the MVWIB/COL and the Contractor shall be relieved of all obligations under that provision. The remainder of the Agreement shall be enforced to the fullest extent permitted by law. The headings used herein are for reference and convenience only and shall not be a factor in the interpretation of this Contract. This Agreement shall supersede all other oral negotiations and written agreements relating to the performance of this Contract, including contracts provided by the Contractor.
46. **OFFICIAL ENROLLMENT**

In the case that this contract is for the provision of training services, official enrollment of participants occurs on the first day of program activity.

47. **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 WIOA funds terminated for a period not less than 2 years.

(b) Eligible Providers determined to have substantially violated any requirement of the Workforce Innovation & 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.

48. **SUBSEQUENT ELIGIBILITY, PERFORMANCE AND COST INFORMATION TRACKING:**

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

(a) The program completion rates for all individuals participating in the Contracted program, including individuals who are not receiving assistance under WIOA section 134 and individuals who are receiving such assistance.

(b) 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.

(c) 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.

(d) For individuals who received assistance under WIOA section 134, the retention rates in unsubsidized employment of participants who have completed the applicable program, 6 months after the first day of employment.

(e) For individuals who received assistance under WIOA section 134, the wages received by participants who have completed the applicable program, 6 months after the first day of the employment involved.

(f) 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.

(g) 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.

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.
SECTION V.
ATTACHMENTS
EQUAL OPPORTUNITY
FORMAL GRIEVANCE POLICY
The Merrimack Valley Workforce Investment Board (MVWIB), in collaboration with the Chief Elected Official (CEO), sets or reasserts the following:

**EQUAL OPPORTUNITY IS THE LAW POLICY**

This recipient is prohibited from discriminating on the grounds of race, color, religion, sex (including sexual harassment, gender identity, pregnancy and gender-based wage discrimination), national origin, age, disability (physical or mental, including failure to accommodate), genetic information, sexual orientation, parental status, or retaliation for prior EEO protected activity, political affiliation or belief, and for beneficiaries only, citizenship or participation in programs funded under the Workforce Innovation Opportunity Act, as amended (W.I.O.A.) in admission or access to opportunity or treatment in or employment in the administration of or in connection with any W.I.O.A.-funded program or activity. If you think that you have been subjected to discrimination under a W.I.O.A.-funded program or activity, you may file a complaint within 180 days from the date of the alleged violation with the recipient’s Equal Opportunity Officer (or the person designated for this purpose), or you may file a complaint directly with the Director, Directorate of Civil Rights (DCR):

<table>
<thead>
<tr>
<th>Beverly Stopyra, Equal Opportunity Officer*</th>
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</thead>
<tbody>
<tr>
<td>Director of Grants Administration</td>
</tr>
<tr>
<td>Hermitage Place</td>
</tr>
<tr>
<td>439 South Union Street, Bldg. 2</td>
</tr>
<tr>
<td>Lawrence, MA 01843</td>
</tr>
<tr>
<td>(978) 722-7065</td>
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Or

<table>
<thead>
<tr>
<th>Director</th>
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<tr>
<td>Director of Civil Rights</td>
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<tr>
<td>U.S. Department of Labor</td>
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<tr>
<td>200 Constitution Ave. N.W.</td>
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<tr>
<td>Room N-4132</td>
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<tr>
<td>Washington, DC 20210</td>
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New England Telephone Relay Service to TDD Users: 1-800-439-2370 (V/TTY)

TTY: 978-722-7088 (Lawrence)

*EEO Officer is Subject to Change

The 180 day filing deadline is extended to 300 days if the charge also is covered by a state or local anti-discrimination law. For ADEA charges, only state laws extend the filing limit to 300 days.

If you elect to file your complaint with the recipient, you must wait until the recipient issues a decision or until 60 days have passed, whichever is sooner, before filing with DCR (see address above). If the recipient has not provided you with a written decision within 60 days of the filing of the complaint, you need not wait for a decision to be issued, but may file a complaint with DCR within 30 days of the expiration of the 60 day period. If you are dissatisfied with the recipient’s resolution of your complaint, you may file a complaint with DCR. Such complaint must be filed within 30 days of the date you received notice of the recipient’s proposed resolution.

**EQUAL OPPORTUNITY EMPLOYER/PROGRAM AUXILIARY AIDS AND SERVICES ARE AVAILABLE UPON REQUEST TO INDIVIDUALS WITH DISABILITIES**
The Merrimack Valley Workforce Investment Board (MVWIB), in collaboration with the Chief Elected Official (CEO), sets or reasserts the following:

**FORMAL GRIEVANCE / COMPLAINT POLICY**

**Who May File:**

**Equal Opportunity Is the Law**

Any person who believes he or she or any specific class of individuals has been or is being subjected to discrimination on the basis of race, color, religion, sex (including sexual harassment, gender identity, pregnancy and gender-based wage discrimination), national origin, age, disability (physical or mental, including failure to accommodate), genetic information, sexual orientation, parental status, or retaliation for prior EEO protected activity, political affiliation or belief, and for beneficiaries only, citizenship, in admission or access to opportunities or treatment in, or employment in the administration of or in connection with, any Workforce Innovation and Opportunity Act funded program or activity. On all complaints that include discrimination, and all complaints alleging disability discrimination, the following procedure shall be used:

**Complaints Lodged and Time Frames:**

- A customer may lodge a complaint related to services provided under the Wagner-Peyser Act within one year of the alleged violation.
- **There is no time limit** for filing a complaint related to services provided under Title I of the Workforce Innovation and Opportunity Act (WIOA).
- Complaints alleging discrimination must be filed within 180 days of the alleged violation. The 180 day filing deadline is extended to 300 days if the charge also is covered by a state or local anti-discrimination law. For ADEA charges, only state laws extend the filing limit to 300 days.
- All complaints must be filed in written form:
  - Submission of the official Career Center Form (available at front desk) or,
  - Submission of a written letter signed by the complainant.

A written complaint must include the complainant’s full name, telephone number and address and the date of filing. Written complaints must also provide a clear, brief statement of the facts and alleged violation, relevant dates, and other information to assist the investigation and resolution of the complaint. If the complainant needs assistance one of the Valleyworks Career Center staff will assist the customer seeking to file the complaint including assistance with completing all associated forms.
**Procedure to File:**

**Type of Complaint:**
Violation of the Wagner-Peyser Act, rules, regulations, grants or other agreements made under the Act by the Commonwealth.

OR

Violation of the Title I of the Workforce Innovation and Opportunity Act, rules, regulations, grants or other agreements made under the Act by the Commonwealth.

**Where to file the complaint/grievance:**
Complaints against the Career Center or DCS program operator, subrecipient, or contractor:

**Primary Contact**

**Local Complaint Officer**
Beverly Stopyra*
Grievance Officer
Division of Grants Administration/
Merrimack Valley Workforce Investment Board
439 South Union Street, Bldg. 2
Lawrence, MA 01843
978-722-7065
Email: bstopyra@mvwib.org

**Lawrence Back-Up**
Amy Weatherbee*
VWCC Executive Director
Valleyworks Career Center
439 South Union Street, Bldg. 2
Lawrence, MA 01843
978-722-7002
Email: aweatherbee@valleyworkscce.org

**Alternate Lawrence Back-Up**
Dawn Beati*
DCS Operations Manager
Valleyworks Career Center
439 South Union Street, Bldg. 2
Lawrence, MA 01843
978-722-7034
Email: dawn.beati@MassMail.State.MA.US

**Haverhill Back-up:**
Amy Weatherbee*
Northern Essex Community College
Student Center, Room 118
100 Elliot Street
Haverhill, MA 01830
978-722-7002
Email: aweatherbee@valleyworkscce.org

**Alternate Haverhill Back-Up**
Dawn Beati*
Northern Essex Community College
Student Center, Room 118
100 Elliot Street
Haverhill, MA 01830
978-722-7034
Email: dawn.beati@MassMail.State.MA.US

*Names Subject to Change

**When to file the complaint:**
For violations of the Wagner-Peyser Act, rules regulations, grants or other agreements made under the Act by the Commonwealth: **Within one (1) year of the alleged occurrence.**

For violations of the Title I of the Workforce Innovation and Opportunity Act, rules, regulations, grants or other agreements made under the Act by the Commonwealth: **There is no time limit.**

**Resolution of the complaint:**
The local Complaint Officer has 15 days from the date a written complaint is received to resolve the complaint.
If the complaint was initiated by a Migrant and Seasonal Farm Worker (MSFW) – the local Complaint Officer has within 5 days from the date a written complaint is received.

The 15 day period (or in the case of an MSFW initiated complaint, the 5 day period) does not begin until the requested information is received.

If the Career Center has made a written request to the complainant (or the complainant’s authorized representative) for additional information, the 15 day period (or in the case of an MSFW initiated complaint, the 5 day period) does not begin until the requested information has been received by the local Career Center.

If the local Career Center has requested additional information from the complainant or the complainant’s authorized representative and does not receive a response within 20 days from the date the request was made (or, in the case of an MSFW initiated complaint, within 40 days), the complaint is considered resolved.

**Appeal of the complaint if resolution is not reached at the local Career Center:**

If the Career Center does not resolve the complaint to the satisfaction of the complainant within 15 days period (or in the case of an MSFW initiated complaint, the 5 day period), the complainant may request a hearing at the State level for resolution or further action.

If complainant disagrees with the local Career Center determination, the complainant may appeal the local determination to the State Level (State Complaint Officer) within 20 days of the receipt of the determination.

After 30 days (or in the case of an MSFW initiated complaint, within 20 days), if resolution has not been accomplished at the State level, the State Complaint Officer will issue to the complainant and respondent, by certified mail, a written determination regarding the complaint.

**Where to file the appeal:**

To State Complaint Officer:

**State Complaint Officer**

Jose V. Ocasio, Complaint Officer
Department of Career Services
19 Staniford Street
Charles F. Hurley Bldg.
Boston, MA 02114

Email: desunifiedcomplaint@massmail.state.ma.us
Telephone: 617-626-5587

**NOTE:** If the State Complaint Officer has made a written request for information to the complainant or the complainant’s authorized representative, the 30 or 20 day time frame (whichever is appropriate) will not commence until the requested information has been received.

Hearings shall be held by State hearings officials. A State hearings official may be any State official authorized to hold hearings under State law.

Appeals to the Secretary can be made (1) if a decision of a grievance or complaint has not been reached within 60 days of the receipt of the grievance or complaint or within 60 days of receipt of the request for
appeal of a local level grievance or (2) for a decision on a grievance or complaint that has been reached and the party to which such decision is adverse appeals to the Secretary. Appeals for situation (2) must be filed within 60 days of the receipt of the decision being appealed. Appeals for situation (1) must be filed within 120 days of the filing of the grievance with the State, or the filing of the appeal of a local grievance with the State. All appeals must be submitted by certified mail, return receipt requested, to the Secretary, U.S. Department of Labor, Washington, DC 20210, Attention: ASET. A copy of the appeal must be simultaneously provided to the appropriate ETA Regional Administrator and the opposing party.

Type of Complaint:

All information and complaints alleging criminal fraud, waste, abuse or other criminal activity under WIOA must be reported immediately to the Department of Labor's Office of Inspector General (20 CFR § 667.630)

Office of Inspector General
200 Constitution Ave NW Room S-5506
Washington, DC 20210
Toll Free: 1-800-347-3756
FAX: 202-693-5210