



CONTRACT TERMS AND CONDITIONS

GENERAL PROVISIONS

*Franklin Hampshire Employment and Training Consortium (FHETC)
As Fiscal Agent to the Franklin Hampshire Regional Employment Board
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Table of Contents

| | | |
|------|---|----|
| (1) | DEFINITIONS | 3 |
| (2) | CONTRACTING OFFICER’S REPRESENTATIVES | 3 |
| (3) | TYPE OF CONTRACT | 4 |
| (4) | OBLIGATIONAL AMOUNT AND LIMITATION OF COSTS | 4 |
| (5) | PERIOD OF PERFORMANCE..... | 4 |
| (6) | SUBCONTRACTING BY CONTRACTOR | 4 |
| (7) | PUBLIC ANNOUNCEMENTS / MARKETING / PRESS RELEASES..... | 4 |
| (8) | RECORDKEEPING AND RETENTION, INSPECTION OF RECORDS, AND REPORTING | 5 |
| (9) | RECORDS CLOSE-OUT | 5 |
| (10) | SITE VISIT(S) FOR PROGRAM MONITORING/REVIEW & EVALUATION | 5 |
| (11) | FHETC TECHNICAL ASSISTANCE | 6 |
| (12) | DISCLAIMER OF LIABILITY BY FHETC | 6 |
| (13) | INDEMNIFICATION | 6 |
| (14) | USE OF FUNDS | 7 |
| (15) | PELL GRANTS | 7 |
| (16) | UNDER-SPENDING OF COST REIMBURSEMENT CONTRACTS | 7 |
| (17) | WITHHOLDING OF PAYMENT | 8 |
| (18) | AVAILABILITY OF FEDERAL AND STATE FUNDS | 8 |
| (19) | PAYMENTS TO CONTRACTOR..... | 8 |
| (20) | CO-FUNDING | 8 |
| (21) | REDUCTION OF SCOPE OF SERVICES | 9 |
| (22) | PROGRAM INCOME | 9 |
| (23) | RESTITUTION OF FUNDS | 9 |
| (24) | PROPERTY/INVENTORY..... | 9 |
| (26) | AUDIT REQUIREMENTS | 10 |
| (27) | INSURANCE..... | 11 |
| (28) | CONFLICTS OF INTEREST..... | 11 |
| (29) | ANTI-LOBBYING AND POLITICAL ACTIVITY | 11 |
| (30) | AFFIRMATIVE ACTION, NON-DISCRIMINATION IN HIRING AND EMPLOYMENT..... | 12 |
| (31) | SEVERABILITY | 12 |
| (32) | CORRECTIVE ACTION | 12 |
| (33) | SANCTIONS | 12 |
| (34) | DISPUTES | 13 |
| (35) | TERMINATION | 13 |
| (36) | OBLIGATION IN THE EVENT OF TERMINATION | 14 |
| (37) | OTHER CONTRACT PROVISIONS | 15 |

| | | |
|-------------|---------------------------------------|-----------|
| (38) | AMENDMENTS | 15 |
| (39) | CERTIFICATION | 15 |
| (40) | ATTACHMENTS/CERTIFICATES | 19 |

General Provisions and Contract Terms

(1) DEFINITIONS

| | |
|-------------|---|
| Contractor: | Person or organization with whom an agreement for service or material good is made. |
| DOL: | United States Department of Labor. |
| FHETC: | Franklin/Hampshire Employment and Training Consortium. This organization has responsibility for daily administration of the Service Delivery Area programs under the direction of the Mayor of Northampton and the Mayor of Greenfield. |
| WIOA: | Workforce Innovation and Opportunity Act that establishes the authority to create programs to train adults, dislocated workers, and youth to enable them to obtain and retain productive employment, also Workforce Development Area for FHETC that includes all municipalities in Franklin and Hampshire Counties and the four Worcester County towns of Athol, Petersham, Phillipston, and Royalston. |
| DCS: | Department of Career Services |
| CommCorp: | Commonwealth Corporation |
| EOLWD: | Executive Office of Labor and Workforce Development that has statewide responsibility for oversight of local WIOA programs for the Governor. |
| DESE: | Massachusetts Department of Elementary and Secondary Education |
| DTA: | Massachusetts Department of Transitional Assistance that has statewide responsibility for oversight of local DTA program, establishes authority to create a program to provide training, job readiness, job placement, support services, and case management services to recipients of TANF (Transitional Assistance for Needy Families) and SNAP (Supplemental Nutrition Assistance Program). |

(2) CONTRACTING OFFICER'S REPRESENTATIVES

The Contracting Officer will be the only individual who can legally commit FHETC to the expenditure of funds in connection with this contract or accomplish any contract changes. The FHETC Executive Director may designate employees to act as his/her authorized representative 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. The Contract Officer for FHETC shall be _____. The Contract Officer for the Contractor shall be _____.

(3) TYPE OF CONTRACT

(Check One)

This instrument is a cost reimbursement type contract. _____

This instrument is a performance-based contract. _____

(4) OBLIGATIONAL AMOUNT AND LIMITATION OF COSTS

The FHETC's maximum total obligational compensation to be provided under this agreement is detailed on the Contract face sheet and in Part II. Budget in the Contract. The FHETC shall not compensate the Contractor for any costs in excess of the funds earned consistent with Section C (Budget). The Contractor shall be paid by the FHETC only in accordance with Part III. Payment Schedule in the Contract.

(5) PERIOD OF PERFORMANCE

Contractor can commence the delivery of the services and activities as of the start date noted on the Contract face sheet and will complete all activities by the Contract termination/end date also noted on the face sheet. All services and activities are outlined within the Statement of Work.

(6) SUBCONTRACTING BY CONTRACTOR

Any subcontract entered into by the Contractor for the purposes of fulfilling substantial obligations under this Contract must be in writing, authorized in advance by the FHETC, and shall be consistent with and subject to the provisions of Part I. Work Statement in the Contract, subcontracts will not relieve or discharge the Contractor from any duty, obligation, responsibility or liability arising under this Contract. The FHETC is entitled to copies of all such subcontracts and shall not be bound by any provisions contained in a subcontract to which it is not a party.

(7) PUBLIC ANNOUNCEMENTS / MARKETING / PRESS RELEASES

When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing a project or activities funded by the FHETC, the Contractor shall clearly state the dollar amount of funds provided by the FHETC and what percentage of the total cost is financed by the FHETC. In addition, if the project or activity is funded in whole or in part with Federal money, the Contractor must also clearly indicate the level of Federal support.

Therefore, the Contractor will use reasonable means to inform the public of the funding source for its operations by stating in such publicity, written material such as stationery and recruitment

brochures/posters, and on its premises the following: "This agency (or program) is supported in full (or in part, then indicate %) by the FHETC and (indicate funding source as noted on the Contract cover sheet)."

(8) RECORDKEEPING AND RETENTION, INSPECTION OF RECORDS, AND REPORTING

The Contractor shall maintain records, books, files and other data as specified in a Contract and in such detail as shall properly substantiate claims for payment under a Contract. Records shall be retained pursuant to the funding source requirements, which for Contracts funded with State funds shall be at least seven (7) years, consistent with Mass. General Laws, Chapter 66; and for Contracts funded with Federal funds shall be at least three (3) years consistent with 2 CFR 200 or, in both cases, until such time as any issues in an open audit and/or litigation is resolved, whichever period of time is longer.

The Contractor agrees that the Executive Director of the FHETC or his/her designee shall, until expiration of the reporting and record keeping provisions of this agreement, have the right to examine any pertinent books, documents, papers, and records of the Contractor involving transactions related to this agreement; and the right to enter onto the premises of Contractor at all reasonable times in order to have access to such books, documents, papers, records and employees, in accordance with the Site Visit(s) clause herein. Without limiting FHETC's other legal remedies, in the event that the Contractor fails to comply with this provision, the parties agree that the FHETC may obtain specific performance of this clause through the courts of the Commonwealth.

Access to records by the cognizant State or Federal awarding agency, the General Accounting Office and/or the Comptroller General of the United States for the purposes of audit and examination is also required by the Contractor.

The Contractor shall submit reports/invoices/forms/documents to the FHETC in accordance with reporting formats and timelines as specified by the FHETC in Part III. Payment Schedule in the Contract, and signed by a duly authorized representative of the Contractor.

(9) RECORDS CLOSE-OUT

All parties to this agreement understand and agree to submit any final program and/or fiscal close-out reports which may be required within a specified period following expiration or termination of this agreement.

(10) SITE VISIT(S) FOR PROGRAM MONITORING/REVIEW & EVALUATION

The FHETC, with advance written notification of no less than five (5) days, shall conduct visits of reasonable frequency and duration to the site(s) where services are being provided for the purposes of monitoring, evaluation and program review for compliance with Contract conditions. Such visits may include examination of fiscal files, participant case files, participant attendance records, observation of

program activities, and interviews with personnel and participants. Records may be copied, if necessary, at a reasonable expense.

(11) FHETC TECHNICAL ASSISTANCE

FHETC staff will provide Technical Assistance to the Contractor to facilitate the achievement of Contract goals. The Contractor shall inform the FHETC if technical assistance is needed or there are any barriers to achieving Contract goals.

(12) DISCLAIMER OF LIABILITY BY FHETC

The Contractor shall at no time be considered an agent or representative of the FHETC. The Contractor is performing services pursuant to this Agreement as an independent Contractor utilizing funding provided by the FHETC. The FHETC expressly disclaims any and all liability arising out of, caused by, or attributable to the negligence, reckless or intentional conduct of the Contractor, its agents, officers, employees or subcontractors, including without limitation the liability arising out of, caused by or attributable to any of the following:

- (a) Labor performed or furnished and materials used or employed for the work as set forth in Part I. Work Statement in the Contract;
- (b) Injuries to any person or corporation received or sustained by or from Contractor and its employees or subcontractors and employees in doing the work, or in consequence of any improper materials, implements or labor use or employed therein, as set forth in Part I. Work Statement in the Contract;
- (c) Any act, omission or neglect of Contractor or its employees; and
- (d) Third party claims arising from Contractor's activities as set forth in M.G.L. c. 258, Section 2, as amended.

Contractor agrees that the Contractor shall be solely responsible for all loss or damage, including injury to persons or damage to property, caused by, arising out or attributable to the negligence, reckless or intentional conduct of the Contractor, its agents, officers, employees or subcontractors.

(13) INDEMNIFICATION

Unless otherwise exempted by law, the Contractor agrees to indemnify, defend and hold the FHETC, its directors, officers, employees and agents ("Indemnified Parties"), harmless from and against any and all claims, demands, liabilities, judgments, damages, costs and expenses, including without limitation reasonable attorneys' fees, suffered or incurred by any of the Indemnified Parties as a result of or arising out of any damage to property or injury to persons (including death) caused by or arising out (a) the

performance by the Contractor of its obligations pursuant to this Agreement, (b) the failure of the Contractor to perform its obligations pursuant to this Agreement or (c) the negligent or tortious acts or omissions of the Contractor, its officers, employees, agents or subcontractors. The indemnification obligations of the Contractor shall survive the termination of this Contract.

(14) USE OF FUNDS

Funds paid out under this agreement by the FHETC to the Contractor in accordance with Part III. Payment Schedule in the Contract shall be accounted for separately and shall be used by the Contractor for the purposes and functions set forth in Part I. Statement of Work in the Contract, including any attachments, Part II. Budget in the Contract and for no other purposes. Funds shall not be used for the Contractor's general administration except those expenses applicable to the administration of this Contract and included in Part II. Budget in the Contract.

(15) 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 FHETC, or remit to FHETC 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 the 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 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 /HETC).

(16) UNDER-SPENDING OF COST REIMBURSEMENT CONTRACTS

Failure to provide the services at the level described in Part I. Statement of Work in the Contract shall be construed as a breach of the terms and agreements contained in this Contract.

In such instances, where the described and agreed upon level of services are not fulfilled, and the funds obligated hereunder are not being expended at a rate consistent with that as negotiated and agreed upon, the FHETC may reduce the amount of compensation heretofore obligated and described in Part III. Payment Schedule in the Contract by an amount proportionate to the said level of under-spending.

(17) WITHHOLDING OF PAYMENT

If after fifteen (15) days written notice by FHETC of the Contractor's non-compliance with any portion of this agreement, the Contractor fails to comply with the specified portion of the agreement, FHETC may reduce or withhold payment until such compliance is rendered.

(18) AVAILABILITY OF FEDERAL AND STATE FUNDS

- A. This agreement is contingent upon the receipt of Federal and/or collateral State funds by the FHETC and the 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 FHETC has the unilateral right and absolute discretion to terminate this agreement upon fifteen (15) days written notice. In the event of such termination, the procedures outlined under the "Obligation in the Event of Termination" clause contained herein shall become operative.
- B. In the event that Federal and/or State funds are reduced, or authorization for program activities modified, FHETC also has the unilateral right and absolute discretion to terminate this agreement pursuant to the procedures outlined under the "Termination" clause herein, or to modify the Contract as outlined within the "Reduction of Scope of Services" clause.

(19) PAYMENTS TO CONTRACTOR

No payments shall be made to the Contractor prior to the date of the executed Contract, including all relevant attachments, authorized signatures and approvals. The Contractor shall only be compensated for services provided during the period of this Contract. Payments to the Contractor shall not exceed the maximum total obligation. Acceptance by the Contractor of the last payment for services performed upon completion of this Contract, or upon termination, without written objection, shall in each instance operate as a release and discharge of the FHETC, its agents and employees, from all claims, liabilities, responsibilities or other obligations relating to the performance of this Contract.

(20) CO-FUNDING

The Contractor hereby assures to the FHETC that any other State and/or Federal funding applicable to this Contract is only for the expressed purpose of collateral funding and that in no event are said funds a duplication of payment. The Contractor, therefore, assures to the FHETC that any collateral co-funding will not result in revenue to the Contractor that exceeds the stated cost of the services provided under this Contract.

(21)REDUCTION OF SCOPE OF SERVICES

In the event Federal and/or collateral State funds to FHETC become reduced for any reason, FHETC may unilaterally reduce the funding of this Contract upon a fifteen (15) day written notice. A reduction of services commensurate with reduction of funding will be mutually agreed upon by FHETC and the Contractor.

(22)PROGRAM INCOME

All income received by the Contractor from FHETC funds, including interest income, must be reported to the FHETC. The FHETC does not expect this to occur in this grant.

(23)RESTITUTION OF FUNDS

Without limiting any other Contractual remedies available to FHETC for breach of this agreement, the Contractor agrees to make restitution to FHETC from non-grant funds for any costs incurred by Contractor and paid with FHETC funds which are not allowable under applicable State or Federal statutes, rules, regulations, policies, and procedures, or the terms of this agreement.

(24)PROPERTY/INVENTORY

If property/equipment is authorized to be purchased under this agreement as outlined in Part II. Budget in the Contract, the following provisions will apply:

- A. All equipment shall be defined as having a useful life of more than one year and a unit cost pursuant to the funding source's regulations (i.e., State Contracts define unit cost at \$500.00 or more, Federal awards define unit cost at \$5,000 or more consistent with 2 CFR 200).
- B. Title to such items vests with the FHETC and the Contractor, subject to the use and disposition conditions promulgated by 2 CFR 200.313 and when such purchases are allowed, these conditions will be included as an attachment to this agreement.

(25)COMPLIANCE

The Contractor and its Subcontractors shall comply with the following:

- A. The following regulations, as promulgated by the funding source of the Contract:

- Equal Employment Opportunity provisions in Executive Order (E. O.) 11246, as amended and supplemented by the requirements of 41 CFR Part 60.
 - MA Executive Order No. 227 of the Governor's Code of Fair Practices and Chapter 151B of the Massachusetts General Laws as amended governing equal employment.
 - For Contracts in excess of \$100,000, compliance with the applicable standards, orders, or requirements issued under Section 306 of the Federal Clean Air Act, Section 508 of the Clean Water Act, E. O. 11738, and Environmental Protection Agency regulations (40 CFR part 15).
 - Certification as to Executive Order 12549 as to the Contractor not having been suspended, debarred, made ineligible or voluntarily excluded by any Federal department or agency, which for Contracts involving Federal funds in excess of \$100,000, must be attested to in writing.
 - The Contractor must comply with the government-wide requirements for a drug-free workplace codified at 29 CFR Part 98.
 - Pursuant to Executive Order 130, or as amended, neither the Contractor nor any affiliated company of the Contract 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 interest 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.
 - 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.
 - Pursuant to Executive Order 481 - Contractor shall not knowingly use undocumented workers in connection with the performance of all Executive Branch Contracts; that pursuant to federal requirements, the Contractor shall verify the immigration status of all workers assigned to such Contracts without engaging in unlawful discrimination; and that the Contractor shall not knowingly or recklessly alter, falsify, or accept altered or falsified documents from any such worker(s).
- B. Appropriate federal cost principle requirements and timeframes for submission/approval of indirect cost rates, as provided in 2 CFR 200.
- C. Massachusetts General Laws, as listed below, pertaining to the confidentiality of information which may be gathered or made known to the Contractor during the course of carrying out activities through this agreement. Particular care must be taken to assure that the information and data accessible through the state's MOSES database system (should the Contractor have access to that) as well as other data and information sources accessible by staff is protected and used appropriately.
- Massachusetts General Laws (MGL) Chapter 23H, §6(b) - prohibits the unauthorized use and disclosure of employment service information
 - MGL Chapter 151A, §46(a) and (e) - prohibits the unauthorized use and disclosure of any confidential unemployment insurance information.
 - MGL Chapter 66A - prohibits the unauthorized access of personal data.

(26)AUDIT REQUIREMENTS

The audit requirements promulgated thereunder by the US Department of Labor, the Office of Management and Budget (OMB) 2 CFR 200, as appropriate.

Such requirements state that a Contractor which expends \$750,000 or more in a year in Federal awards shall have a single audit or program-specific audit conducted for that year in accordance with 2 CFR 200, performed by an independent Certified Public Accountant. A Contractor which expends \$750,000 or more in a year in Federal awards under only one Federal program and the Federal program's laws, regulations, or grant agreements do not require a financial statement audit of the auditee, the auditee may elect to have a program-specific audit conducted.

Non-Federal entities that expend less than \$750,000 a year in Federal awards are exempt from Federal audit requirements for that year, but records must be available for review or audit by appropriate officials of the cognizant State or Federal agency.

(27)INSURANCE

Subject to the foregoing, the Contractor shall procure and thereafter maintain such insurance as the FHETC may from time to time require with respect to performance under this Contract, provided that Contractor is permitted by applicable law to obtain and maintain such insurance. The cost of any such insurance shall be reimbursable for the portion allowable under this Contract and included in Section C (Budget).

(28)CONFLICTS OF INTEREST

Every reasonable course of action will be taken by the Contractor in order to maintain the integrity of this expenditure of public funds and to avoid any favoritism or questionable or improper conduct. The Contract will be administered in an impartial manner, free from personal, financial, or political gain. The Contractor, its executive staff and employees, in administering this Contract, will avoid situations which give rise to a suggestion that any decision was influenced by prejudice, bias, special interest, or personal gain.

(29)ANTI-LOBBYING AND POLITICAL ACTIVITY

No FHETC funds shall be used for any partisan political activity or to further the election or defeat of any candidate for public office; nor shall they be used to provide services, or for the employment, or assignment of personnel in a manner inconsistent with Federal and State laws or regulations prohibiting political patronage. For Contracts involving Federal funds in excess of \$100,000, certification as to the Contractor's not using funds for lobbying activities must be attested to in writing.

(30)AFFIRMATIVE ACTION, NON-DISCRIMINATION IN HIRING AND EMPLOYMENT

The Contractor shall comply with all federal and state laws, rules and regulations promoting fair employment practices or prohibiting employment discrimination and unfair labor practices and shall not discriminate in the hiring of any applicant for employment nor shall any qualified employee be demoted, discharged or otherwise subject to discrimination in the tenure, position, promotional opportunities, wages, benefits or terms and conditions of their employment because of race, color, religion, sex, national origin, age, disability, sex (wages), genetics, retaliation, political affiliation, belief or for exercising any rights afforded by law. In addition, under MGL Chapter 151B, Section 4: It shall be an unlawful practice: For an employer, by himself or his agent, because of the race, color, religious creed, national origin, sex, gender identity, sexual orientation, which shall not include persons whose sexual orientation involves minor children as the sex object, genetic information, or ancestry of any individual to refuse to hire or employ or to bar or to discharge from employment such individual or to discriminate against such individual in compensation or in terms, conditions or privileges of employment, unless based upon a bona fide occupational qualification.

(31)SEVERABILITY

If a part of this Contract is held illegal, void, or unenforceable for any reason, such holding shall not affect the validity and enforceability of any other part.

(32)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:

- a) A high rate of negative terminations, or terminations not meeting criteria as outlined in the statement work.
- b) Changes in program curriculum, scheduling, or youth/case manager ratio from the statement of work of this agreement which have not been approved by the Contracting officer.
- c) Any other situation or condition significantly impacting the successful completion of this agreement.

(33)SANCTIONS

The FHETC shall reserve the right to place sanctions on the Contractor for deficiencies concerning program performance or for noncompliance with the WIOA Act, and the stated policies of the FHETC and/or EOLWD/DCS. Wherever feasible, the FHETC shall give the Contractor an opportunity to prepare and carry out a corrective action plan. However, the FHETC's failure to provide the Contractor with an

opportunity for corrective action shall not prevent the FHETC from imposing sanctions. Such sanctions may include, but are not limited to:

- a) Termination or reduction of Contract allocation.
- b) Withholding of payment.
- c) Debarment of particular Contractor's or sub-Contractor(s).
- d) Repayment from non-WIOA funds for violations of law and regulations.

(34)DISPUTES

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 FHETC Executive Director or designee, who shall present a decision in writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the FHETC Executive Director or designee 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 FHETC Executive Director or designee 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 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 proceed efficiently with the performance of this Contract and in accordance with the FHETC Executive Director or designee's decision.

(35)TERMINATION

This Contract shall terminate on the date specified in this Contract, unless this date is properly amended in accordance with all applicable laws and regulations prior to this date, or unless terminated or suspended under this Section upon prior written notice to the Contractor. Either party may terminate or suspend a Contract if the other party breaches any material term or condition or fails to perform or fulfill any material obligation required by a Contract and such breach remains uncured by the breaching party for a period of fifteen (15) days after the delivery of written notice thereof by the non-breaching party to the breaching party. Either party may also terminate or suspend this Contract, in the event of an elimination of an appropriation or availability of sufficient funds for the purposes of a Contract. Upon immediate notification to the other party, neither the FHETC nor the Contractor shall be deemed to be in breach for failure or delay in performance due to Acts of God or other causes factually beyond their control and without their fault or negligence. Contractor's failure to perform or price increases due to market fluctuations or product availability will not be deemed factually beyond the Contractor's control.

A. Termination for Cause

If the Contractor fails to perform as set forth under this agreement, FHETC may terminate the agreement in whole or in part, if, after receipt of written notice, Contractor fails to remedy such violations within the designated time period, which shall be fifteen (15) days.

B. Termination for Fraud

This agreement shall be terminated immediately in the event of fraud or program abuse.

C. Termination for Unavailability of Funds

FHETC may terminate this agreement in whole or in part, upon a fifteen (15) days written notice, should funds for any reason become unavailable to FHETC.

In the event of the termination of this Contract pursuant to Paragraphs A or B above, the FHETC shall be entitled to exercise any and all remedies available to it as a result of the termination of this Contract.

(36) OBLIGATION IN THE EVENT OF TERMINATION

In the event of termination under clause #33 hereof, the Contractor shall:

- A. Excepting activities necessary for orderly termination, cease provision of the services under the Contract on the date and to the extent specified in the Notice of Termination.
- B. Not place further orders or subcontracts for materials, services, or facilities, except as may be necessary for orderly termination and for completion of such portion of the services as are not terminated.
- C. Terminate all orders and subcontracts to the extent that they relate to the performance of services terminated by the Notice of Termination.
- D. Assign to the FHETC in the manner and to the extent directed by the FHETC, all of the rights, title, interest and obligation of the Contractor under the orders or subcontracts so terminated, in which case the FHETC shall have the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.
- E. With the approval of the FHETC, to the extent it may require, which approval or satisfaction shall be final and conclusive for all purposes of this clause, settle all outstanding liabilities and all claims arising out of such termination or orders and subcontracts, the cost of which would then be reimbursable in whole or in part, in accordance with the provision of this Contract.
- F. When termination is partial, execute with FHETC an amendment to this Contract adjusting equitably the compensation payable on account of that portion of the services which are due to be continued as further stipulated within the "Amendments" clause contained herein.
- G. At the option of the FHETC, turn over all finished or unfinished documents, data, studies, survey drawings, maps, models, photographs, participant files and reports prepared by the Contractor under this Contract.
- H. Be compensated for all allowable costs incurred in performing the services hereunder prior to the effective date of termination.

(37) OTHER CONTRACT PROVISIONS

Other specific Contract provisions included in Part I. Statement of Work in the Contract shall apply to Contractor along with the general Contract provisions enumerated within Section A.

(38) AMENDMENTS

Either party may from time to time request changes in the scope of services to be performed under this agreement. Such changes, including any increase or decrease in the maximum obligation of this Contract, which are mutually agreed upon by FHETC and Contractor, must be incorporated by written amendment and signed by all parties. Should state or federal policies or procedures governing this initiative be modified during the period of performance of this agreement, they shall be incorporated into this agreement by reference to it, or by written amendment.

(39) CERTIFICATION

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions

This certification is required by the Department of labor regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, for all lower tier transactions meeting threshold and tier requirements.

Instructions for Certification

1. By signing and submitting this proposal/Contract, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to the other remedies available to the Federal Government, the FHETC may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the FHETC if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “person,” “primary covered transaction,” “principal,” “proposal,” and “voluntarily excluded,” as used in this clause, have the meanings as set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549.
5. The prospective lower tier participant agrees by submitting this proposal that, should, the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the funding source.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include

the clause titled “Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions,” without modifications in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and the frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by the clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the FHETC may pursue available remedies, including suspension and/or debarment.

Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 34 CFR Part 85, Section 85.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211). Copies of the regulations may be obtained by contacting the person to which this proposal is submitted.

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

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

Name and Title of Authorized Representative

Signature

Date

Certification Regarding Lobbying
Certification for Contracts, Grants, Loans and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Contractee

Name of Certifying Official

Signature

Date

(40)ATTACHMENTS/CERTIFICATES

1. EEO/Nondiscrimination Policy Statement
 - A. (English) Equal Opportunity Is the Law
(Spanish) Igualdad De Oportunidad Es La Ley
 - B. (English) WIOA Complaints/Grievances
(Spanish) WIOA Quejas/Ofensas
2. Drug-Free Workplace
3. Nondiscrimination and Equal Opportunity Requirements of WIOA

EQUAL OPPORTUNITY IS THE LAW

It is against the law for this recipient of Federal financial assistance to discriminate on the following basis:

Against any individual in the United States, on the basis of race, color, religion, sex, national origin, age, disability, sex (wages), genetics, retaliation, political affiliation or belief. Against any beneficiary of programs financially assisted under Title I of the Workforce Innovation and Opportunities Act of 2014 (WIOA), on the basis of the beneficiary's citizenship/status as a lawfully admitted immigrant authorized to work in the United States, or his or her participation in any WIOA Title-1 financially assisted program or activity.

The recipient must not discriminate in any of the following areas:

Deciding who will be admitted, or have access, to any WIOA Title 1-financially assisted program or activity; Providing opportunities in, or treating any person with regard to, such program or activity; or Making employment decisions in the administration of, or in connection with, such a program or activity.

WHAT TO DO IF YOU BELIEVE YOU HAVE EXPERIENCED DISCRIMINATION

If you think you have been subjected to discrimination under a WIOA Title 1-financially assisted program or activity, you may file a complaint within 180 days from the date of the alleged violation with either:

The recipient's Equal Opportunity Officer (or the person whom the recipient has designated for this purpose); or The Director, Civil Rights Center (CRC), U.S. Department of Labor, 200 Constitution Avenue NW, Room N-4123, Washington, DC 20210.

If you file your complaint with the recipient, you must wait either until the recipient issues a written Notice of Final Action, or until 90 days have passed (whichever is sooner), before filing with the Civil Rights Center (see address above).

If the recipient does not give you a written Notice of Final Action within 90 days of the day on which you filed your complaint, you do not have to wait for the recipient to issue that Notice before filing a complaint with the CRC. However, you must file your CRC complaint within 30 days of the 90-day deadline (in other words, within 120 days after the day on which you filed your complaint with the recipient). If the recipient does not give you a written Notice of Final Action on your complaint, but you are dissatisfied with the decision or resolution, you may file a complaint with the CRC. You must file your CRC complaint within 30 days of the date on which you received the Notice of Final Action.

FOR INFORMATION OR TO FILE A COMPLAINT, CONTACT

| | | |
|----------------------------------|----|---|
| Teri Anderson | or | Director |
| Equal Opportunity Officer | | Civil Rights Center (CRC) |
| Franklin Hampshire Career Center | | U.S. Department of Labor |
| One Arch Place | | 200 Constitution Avenue NW, Room N-4123 |
| Greenfield, MA 01301 | | Washington, DC 20210 |
| (413) 774-4361 | | (202) 219-8927 |

Verizon Telephone Relay Service: TDD/TTY: **1-800-439-2370** Voice: **1-800-439-0183**

Auxiliary aids and services are available upon request to individuals with disabilities

Equal Opportunity Employer/ Program

(Spanish)

IGUALDAD DE OPORTUNIDAD ES LA LEY

Es contra la ley que este destinatario de asistencia financiera federal discrimine por las siguientes razones:

En contra de cualquier individuo en los Estados Unidos por razón de, raza, color, religión, sexo, edad, incapacidad, origen nacional, sexo (ingreso), genéticos, desquite, afiliación política o credo; y En contra de cualquier beneficiario de programas asistidos financieramente bajo el Título I de “Workforce Innovation and Opportunities Act” del 2014 (WIOA), por razón del estatus de ciudadanía siendo un inmigrante legalmente autorizado para trabajar en los Estados Unidos o de su participación en cualquiera de los programas o actividades financieramente asistidos por WIOA Título I.

El destinatario no discriminará en ninguna de las siguientes áreas:

Decidiendo quien será admito o tendrá acceso a cualquiera de los programas o actividades de WIOA asistidos financieramente por el Título I; Proveyendo oportunidades en o el tratamiento de cualquier persona con relación a semejante programa o actividad; o en la toma de decisiones de empleo en las administración de o en conección con semejante programa o actividad.

QUE HACER SI USTED CREE QUE HA EXPERIMETADO DISCRIMINACIÓN?

Si usted cree que ha estado sujeto a discriminación bajo cualquiera de los programas o actividades de WIOA asistidos financieramente por el Título I, usted puede presentar una querella dentro de los primeros 180 días después de la alegada violación al Oficial de Oportunidad de Igualdad (Equal Opportunity Officer) del destinatario (o la persona designada por el destinatario para este propósito): o El director del Centro de Derechos Civiles (Civil Rights Center (CRC)), U.S. Department of Labor, 200 Constitution Avenue NW, Room N-4123, Washington, DC 20210.

Si usted presenta un querella al destinatario, deberá esperar hasta que el destinatario expida una Notificación de Acción Final por escrito o hasta que pasen 90 días (lo primero que suceda), antes de presentar la querella al Centro de Drechos Civiles (Civil Rights Center) (vea la dirección arriba).

Si el destinatario no le provee una Notificación De Acción Final por escrito dentro 90 días de la fecha cuando usted presentó su querella, usted no tiene que esperar que el destinatario expida la notificación antes de presentar su querella al CRC. Sin embargo, deberá presentar su querella dentro de 30 días después del límite de 90 días (en otras palabras, 120 días después de haber la querella al destinatario).

Si el destinatario le expideuna Notificación de Acción Final por escrito respondiendo a su querella pero usted no está satisfecho con la decisión o resolución, usted puede presentat su querella a CRC. Su querella deberá ser presentada al CRC dentro de 30 días de la fecha usted reciba su Notificación de Acción Final.

PARA INFORMACION O PARA REGISTRAR UNA QUERELLA, COMUNIQUESE CON

| | | |
|----------------------------------|----|---|
| Teri Anderson | or | Director |
| Equal Opportunity Officer | | Civil Rights Center (CRC) |
| Franklin Hampshire Career Center | | U.S. Department of Labor |
| One Arch Place | | 200 Constitution Avenue NW, Room N-4123 |
| Greenfield, MA 01301 | | Washington, DC 20210 |
| (413) 74-4361 | | (202) 219-8927 |

Verizon Telephone Relay Service: TDD/TTY: **1-800-439-2370** Voice: **1-800-439-0183**
Ayudantes auxiliares y servicios est’an disponibles para individuos con incapacidades siasi lo requieren.
Programa de oportunidades de igualdad del empleo

WIOA Complaints/Grievances

The Franklin Hampshire Employment and Training Consortium is required to comply with the provisions of the WIOA law, its regulations, grants or other agreements. If you have a complaint or grievance resulting from an interaction at a Career Center you may contact the Complaint Officer to arrange an informal resolution. If a resolution cannot be agreed upon or you have a complaint or grievance about the WIOA Title I program(s) or activities which do not involve questions of equal opportunity or criminal activity, you may file a complaint within one year from the date the alleged violation with the Franklin Hampshire Employment and Training Grievance Officer:

**Teri Anderson
Franklin Hampshire Career Center
One Arch Place
Greenfield, Massachusetts 01301
(413) 774-4361**

A hearing on the grievance shall be conducted with 30 days after the filing of the grievance and a decision shall be made no later than 60 days after the grievance is filed. If the REB does not provide a decision within 60 days, you may request a review by the Department of Career Services Staff Monitor Advocate within 15 days of the date you were entitled a decision. If you are dissatisfied with REB's decision, within 10 days of receipt of the decision, you may request a review and/or a hearing by the DCS Staff Monitor Advocate:

**Complaint Officer
Department of Career Services
19 Staniford Street, 1st Floor
Boston, MA 02114**

If you do not receive a decision by the DCS Complaint Officer within 30-days, within 15 days of the date you were entitled to a decision you may request a review/appeal by the U.S. Department of Labor:

Original to:
**U.S Department of Labor
Employment and Training Administration
200 Constitution Ave., NW
Washington DC, 20210
Attention: ASET**

Copy To:
**U.S. Department of Labor
Employment and Training Administration
John F. Kennedy Federal Building,
Boston, MA 02203**

Criminal Complaints

All information and complaints involving fraud, waste, abuse or criminal activity shall be reported directly and immediately to:

Original to:
**Office of the Inspector General
200 Constitution Avenue, NW Room S-5506,
Washington, DC 20210
or call 1-800-347-3756.**

Copy To:
**Office of Internal Control and Security
Charles F. Hurley Building
19 Staniford Street, 4th Floor
Boston, MA 02114**

WIOA QUEJAS/OFENSAS

Es requerido que Franklin Hampshire Employment and Training Consortium cumplan con todos los requisitos legales que WIOA implica, al igual que sus reglas, regulaciones, pactos u otorgamientos. Si en algún momento durante su participación en uno de los Centros de Carrera tiene usted, una queja que presentar, debe de hacerlo lo mas pronto posible al Director(a) de dicho Centro para que este (a) a su vez haga una decisión informal. Si no a llegado a un convenio con la misma, o si usted tiene una queja relacionada con alguno de los programas o sus actividades bajo los programas WIOA Titulo I, la cual no tenga nada que ver con discriminación de igualdad o de actividad criminal, usted tiene hasta un año desde la fecha en que ocurrió dicha violación para someter la misma a la Oficina de Quejas de Regional Employment: (Por mandato de la póliza 05-08, la limitación se aplica solamente al Programa y Servicios Titulo III, no hay tiempo limite en la presentación de querellas bajo el Programa Titulo I).

**Teri Anderson
Franklin Hampshire Career Center
One Arch Place
Greenfield, Massachusetts 01301
(413) 774-4361**

El REB tendrá 30 días después de haber recibido su queja para conducir una audiencia, una decisión será dada a no más tardar de 60 días de la fecha que usted sometió la queja. Si el REB no le a proveído una decisión dentro de 60 días, usted puede apelar para una revisión de la misma al Monitor de Defensor para los Empleados de la División de Servicios (DCS) dentro de 15 días de la fecha que usted tenia que haber recibido dicha decisión. Si usted esta en desacuerdo con la decisión del REB usted puede pedir una revisión y/o audiencia de la misma dentro de 10 días al Monitor de Defensor para los Empleados de la División de Empleo y Entrenamiento (DCS).

**Complaint Officer
Department of Career Services
19 Staniford Street, 1st Floor
Boston, MA 02114**

Si, usted no recibe una decisión del Monitor de Defensor para los Empleados de la División de Servicios de Carrera (DCS) dentro de 30 días y a no más tardar de 15 días de la fecha que usted estaba supuesto a recibir dicha decisión usted puede apelar a una revisión y/o audiencia de la misma por el Departamento de Trabajo de los Estados Unidos.

Original:
**U.S Department of Labor
Employment and Training Administration
200 Constitution Ave., NW
Washington DC, 20210
Attention: ASET**

Copia:
**U.S. Department of Labor
Employment and Training Administration
John F. Kennedy Federal Building, Room E-350
Boston, MA 02203**

QUEJAS CRIMINALES

Todas las quejas y la información que envuelva fraude, desperdicio, o actividades de abuso criminal debe ser reportado directamente:

Original:
**Office of the Inspector General
200 Constitution Avenue, NW Room S-5506,
Washington, DC 20210
or call 1-800-347-3756.**

Copia:
**Office of Internal Control and Security
Charles F. Hurley Building
19 Staniford Street, 4th Floor
Boston, MA 02114**

**CERTIFICATION REGARDING DRUG-FREE WORKPLACE
(GRANTEES OTHER THAN INDIVIDUALS)**

This certification is required by the regulations implementing the Drug-Free Workplace Act of 1988, 29 CRF 98.630, The regulations, published in the January 31, 1989 Federal Register require certification by grantees, prior to award, that they will maintain a drug-free workplace. The certification set out below is a material representation of fact upon which reliance will be placed when the agency determines to award the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government-wide suspension or debarment (29 CRF Part 98.630).

The grantee certifies that it will or will continue to provide a drug-free workplace by:

- A.** Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- B.** Establishing an ongoing drug-free awareness program to inform employees about-
 - 1) The dangers of drug abuse in the workplace;
 - 2) The grantee's policy of maintaining a drug-free workplace;
 - 3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- C.** Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by Paragraph A;
- D.** Notifying the employee in the statement required by Paragraph A that, as a condition of employment under the grant, the employee will-
 - 1) Abide by the terms of the statement; and
 - 2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- E.** Notifying the agency in writing, within ten calendar days after receiving notice (under subparagraph D, section 2), from an employee or otherwise receiving actual notice of such conviction;
- F.** Taking one of the following actions, within 30 calendar days of receiving notice (under subparagraph D, section 2), with respect to any employee who is so convicted-
 - 1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - 2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- G.** Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs A, B, C, D, E, and F.

Contractee

Name of Certifying Official

Signature

Date

DRUG-FREE WORKPLACES

In accordance with the Drug-Free Workplace Act implementing regulations please provide in the space below, a list of places where performance of work done in connection with this specific grant/agreement will take place (Place of performance, Street Address, City, County, State, and Zip Code). This information must be included with this signed document.

Place of Performance:

Street Address:

City: County: State: Zip Code:

Place of Performance:

Street Address:

City: County: State: Zip Code:

Place of Performance:

Street Address:

City: County: State: Zip Code:

Place of Performance:

Street Address:

City: County: State: Zip Code:

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