

**WORKFORCE DEVELOPMENT BOARD, INC. (THE BOARD)  
ASSURANCES AND CERTIFICATIONS**

**SECTION 1: SCOPE OF SERVICES**

The Board hereby agrees to engage the CONTRACTOR and the CONTRACTOR shall perform all the necessary services under this contract.

**SECTION 2: TIME OF PERFORMANCE**

- A. The length of the contract is dependent upon the complexity of the training to be provided, experience and/or education level of the trainee, local limitations, and the availability of funds.

**SECTION 3: DISBURSEMENT**

- B. The Board shall reimburse to the CONTRACTOR based upon invoices submitted and receipt of required documentation as outlined in the contract.
- C. Invoices shall be submitted and received at the Fiscal Agent office located at 721 Boardman-Poland Rd., Boardman, Ohio 44512 no later than ten (10) working days after the invoice ending date. Non-adherence to this schedule may make this contract null and void.
- D. Funds may not be redistributed hereunder without approval of the Board and amendment of the Contract.
- E. It is expressly understood and agreed that in no event will the total compensation and reimbursement to be paid hereunder exceed the maximum sum stated within the contract.
- F. Subject to receipt of funds from the State of Ohio, the Fiscal Agent shall make payment under this Contract.

**SECTION 4: TERMINATION**

- A. Contract termination shall be defined as the cancellations of Federal or State assistance, in whole or in part, under a contract at any time prior to the date of completion.
- B. Termination shall be by one of the following methods:

1) Termination for cause:

The Board may terminate any contract in whole, or in part, and any payment pertaining thereto, at any time before the date of completion whenever it is determined that the CONTRACTOR has failed to comply with the conditions of this contract. The Board shall promptly notify the CONTRACTOR in writing of the determinations and the reasons for their termination, together with the effective date.

2) Termination for convenience:

The Board or CONTRACTOR may terminate contracts in whole, or in part, when both parties agree that the continuation of the contract would not produce beneficial results commensurate with the further expenditure of funds. The two parties shall agree upon the termination conditions, including the effective date and, in the case of partial terminations, the portion to be terminated. The CONTRACTOR shall not incur new obligations for the terminated portion after the effective date, and shall cancel as many outstanding obligations as possible. The Board shall allow full credit to the CONTRACTOR for the Federal share of the noncancellable obligations, properly incurred by the CONTRACTOR prior to termination.

- C. In the event of termination of this contract, the CONTRACTOR shall be entitled to compensation for any reimbursed expenses reasonably and necessarily incurred in satisfactory performances of the contract. Notwithstanding the above, the CONTRACTOR shall not be relieved of liability to the Board for damages sustained by the Board, by virtue of any breach of the Contract, by the exact amount of damages due the Board from the CONTRACTOR, is agreed upon or otherwise determined.

**SECTION 5: TERMS AND CONDITIONS**

- A. In the event of any modification, termination or other amendment to the Workforce Innovation and Opportunity Act of 2014 (WIOA), either by the Act of Congress or administratively by the President of the United States, the Board reserves the right to terminate or otherwise modify this Contract at its option, notwithstanding any other provision of the Contract.
- B. At any time during normal business hours and as often as the Board, State of Ohio, DOL and/or Comptroller General of the United States may deem necessary, there shall be made available to the Board, State of Ohio, DOL, and/or representative of the Comptroller General for examination of all its records with respect to all matters covered by this Contract and will permit the Board, State of Ohio, DOL, and/or representative of the Comptroller to audit, examine and make excerpts of invoices, materials, payrolls, personnel records, conditions of employment and other data relating to all matters covered by this Contract.
- C. The CONTRACTOR agrees to hold harmless the Board for ineligible costs and insures that the Board shall be relieved of liability and damages sustained by ineligible costs as determined by a fiscal audit. Moreover, the CONTRACTOR agrees to indemnify and hold harmless the Board and insure that the Board shall be relieved of liability and damages sustained by virtue of any act or failure to act by which the CONTRACTOR shall be responsible.
- D. At the direction of the Board, the CONTRACTOR shall establish such procedures and reporting requirements as are necessary. The CONTRACTOR shall invoice the Fiscal Agent in accordance with the Fiscal Agent's current invoice guidelines. It is hereby mutually understood and agreed that the administration and professional implementation of all WIOA Programs is the responsibility of the Board. As such, the implementation personnel of the CONTRACTOR shall perform the required services of this Contract at the direction and instruction of the U.S. DOL, State of Ohio, and the Board.
- E. The CONTRACTOR and the Board may, from time to time, require changes to the scope of services to be provided hereunder that are of substantive nature. Such changes, including any increase or decrease in the amount of the CONTRACTOR's compensation, which are mutually agreed upon between the Board and the CONTRACTOR, shall be incorporated by written amendment to this Contract.
- F. The CONTRACTOR shall not assign any interests in the Contract without prior mutual agreement between the CONTRACTOR and the Board and written amendment to this Contract.
- G. The CONTRACTOR shall assure that appropriate standards for health and safety in work and training situations are maintained.
- H. No funds may be used to assist in relocating the CONTRACTOR's company or parts thereof from one area to another, especially if said relocation results in a loss of employment at the original location.
- I. CONTRACTOR assures compliance with all applicable business licensing, taxation, and insurance requirements.
- J. The CONTRACTOR agrees to adhere to the rules and regulations of the Workforce Innovation and Opportunity Act of 2014 and as amended.
- K. The CONTRACTOR will comply with all applicable Federal, State and Local laws, rules and regulations which deal with or are related to the employment of persons who perform work or are trained under this Contract.
- L. Both parties agree to prohibit employees from using their positions for a purpose that is, or gives the appearance of, being motivated by a desire for private gain for themselves, particularly those with whom they have family, business, or other ties.
- M. The CONTRACTOR shall agree to attempt to resolve disputes arising from this contract through administrative processes and negotiations in lieu of litigation. The CONTRACTOR ensures performance during disputes.

- N. The CONTRACTOR accepts full responsibility for prompt payment of all applicable unemployment compensation contributions or reimbursements, insurance premiums, workers' compensation premiums, all income tax deductions, social security deductions, and any and all other employer taxes and payroll deductions required for all employees.
- O. Both parties to this Contract ensure that no funds under this Contract shall be used for lobbying activities.
- P. The CONTRACTOR certifies that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
- Q. Both parties to this Contract ensure that their officers, employees and agents will not solicit or accept gratuities, favors, or anything of monetary value as a result of this Contract. Neither will any trainee be charged a fee for the referral or placement of said trainee under this Contract.

**SECTION 6: COLLECTIVE BARGAINING UNIT CONCURRENCE (If Applicable)**

- A. The CONTRACTOR shall ensure that no activities, work or training under this Contract are in conflict with the terms and conditions of an existing collective bargaining agreement or contract for services. The CONTRACTOR further ensures that nothing under this Contract shall impair any aspect of an existing collective bargaining agreement, except that no program funded by WIOA which would be inconsistent with the terms of a collective bargaining agreement shall be undertaken without the written concurrence of the CONTRACTOR and the affected labor organization.
- B. No funds received from this Contract shall be used to either promote or oppose unionization.

**SECTION 7: WORKFORCE INNOVATION AND OPPORTUNITY ACT OF 2014**

Workforce Innovation and Opportunity Act of 2014 (WIOA) Sec. 181 (d) Relocation. (1) *Prohibition on use of funds to encourage or induce relocation.* No funds provided under this title shall be used, or proposed for use, to encourage or induce the relocation of a business or part of a business if such relocation would result in a loss of employment for any employee of such business at the original location and such original location is within the United States. (2) *Prohibition on use of funds for customized or skill training and related activities after relocation.* No funds provided under this title for an employment and training activity shall be used for customized or skill training, on- the-job training, or company-specific assessments of job applicants or employees, for any business or part of a business that has relocated, until the date that is 120 days after the date on which such business commences operations at the new location, if the relocation of such business or part of a business results in a loss of employment for any employee of such business at the original location and such original location is within the United States.

**SECTION 8: NONDISCRIMINATION & EQUAL OPPORTUNITY ASSURANCE**

As a condition to the award of financial assistance from the Department of Labor, the grant applicant assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

Section 188 of the Workforce Innovation and Opportunity Act of 2014 (WIOA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship status as a lawfully admitted immigrant authorized to work in the 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 basis of race, color and national origin:

Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities:

The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age and

Title IX of the Education Amendments of 1972 as amended, which prohibits discrimination on the basis of sex in educational programs.

The CONTRACTOR also assures that it will comply with all other regulations implementing the laws listed above. This issuance applies to the grant applicant's operation of the WIOA Title I financially assisted program or activity, and to all

Attachment B

agreements the grant applicant makes to carry out the WIOA Title I financially assisted program or activity. The CONTRACTOR understands that the United States has the right to seek judicial enforcement of this assurance.

The Board has the responsibility to implement the Affirmative Action Plan and to remain in compliance with requirements of Federal law.

The Equal Opportunity unit of the Board must receive written notification from sub-contractors (as evidenced by your signature on this Pre-Award Survey that they are aware of the Mahoning and Columbiana Training Association's Affirmative Action Program and the service goals they are striving to attain in the furtherance of the overall program.

#### **SECTION 9: RETENTION OF RECORDS**

The CONTRACTOR shall retain all records pertaining to this program for a period of six (6) years. These records include but are not limited to financial, statistical, property, and supporting documentation. Additionally, records for nonexpendable property shall be retained for whichever period is longer, six (6) or three (3) years after final disposition of the property. The aforementioned records will be retained beyond the six (6) year period if any litigation is begun, and audit has not been completed or if a claim is instituted involving the contractual agreement covered by these records. In these instances, the records will be retained until the litigation, audit or claim has been finally resolved. The six (6) year retention period for records will begin upon the date services are completed.