MASSHIRE/NextGen TRAINING PARTNERSHIP

 MASTER AGREEMENT

Master Agreement # NextGen Placement-XXX

 **CFDA:17.277**

|  |  |
| --- | --- |
| CONTRACTOR: | **FUNDING AGENCY:**MassHire Hampden County Workforce Board, Inc.1441 Main Street, 1st FloorSpringfield, MA 01103 |

|  |
| --- |
| This Master Agreement is issued by the MassHire Hampden County Workforce Board “Primary Operator” under theauthority of the MassHire Department of Career Services (MassHire) and MassAbility for the provision of employment services for NextGen Careers consumers that have completed training offered through the MassHire/NextGenTraining Partnership. Upon execution (signature) of this Agreement by both parties and receipt of the executed Agreement by Primary Operator, the Work Statement description, the MassHire/NextGen employment process, the payment schedule, the Terms and Conditions, and the Grievance Procedures will be incorporated by reference into any services provided by the employer or training vendor. Performance shall include services rendered, obligations due, costs incurred, or other commitments authorized under the Enrollment and Payment Procedures. |

|  |
| --- |
| Period of Performance: This Agreement shall be effective as of October 1, 2024 and encompasses all enrollments and services authorized subsequent to that date. The Agreement will remain in effect until June 30, 2026 unless and/or until either party chooses to withdraw from the agreed arrangement. |

|  |
| --- |
| In Witness Whereof: The Contractor and Primary Operator have entered into this Agreement effective as of the start date of the period of performance, and do hereby recognize and agree as to the Work Statement contained in Section A following; recognize and agree to the Terms and Conditions contained in Section B following; recognize and agree to the Payment Schedule contained in Section C following; and recognize and agree to the Grievance Procedures described in Section D following; The Contractor shall comply with the attachments for any applicable enrollment related services authorized by Primary Operator, as certified by their authorized signatory below: |

|  |  |
| --- | --- |
| For the Contractor:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ LWDA Fiscal Agent Date  | For Primary Operator:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Workforce Board President & CEO Date |
| The signatories representing the parties hereto certify and warrant under the pains and penalties of perjury that they have the requisite authority, and have been properly authorized, to enter into this Agreement, and to carry out their respective obligations and responsibilities hereunder. |

|  |
| --- |
| The Contractor has appointed the following Single Point of Contact for this contract:Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Phone Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ E-mail: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_The Contractor has appointed the following Backup Single Point of Contact for this contract:Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Phone Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ E-mail: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ The Contractor is a signatory on behalf of the following MassHire Career Centers:Career Center #1 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Career Center #2 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Career Center #3 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

This agreement consists of:

* Section A – Work Statement
* Section B – Terms and Conditions
* Section C – Enrollment and Payment Schedule
* Section D – Grievance Procedures

**SECTION A: Work Statement**

**SERVICE SUMMARY**

MassAbility has committed funding to support workforce training for NextGen Career consumers. MassHire Department of Career Services (MDCS) and NextGen will partner to assist training ready NextGen Careers consumers to enroll in workforce training that will lead to increased employment opportunities. Funds provided by MassAbility for training are supplemental to WIOA training funds.

**Voucher Payment**

MassHire Career Centers will be eligible for a one-time voucher payment of $1,000 for each NextGen consumer that has completed training offered through the grant and placed in employment. Placement in employment may have occurred at any point throughout the duration of the grant. Consumers must retain employment for a minimum of 90-days and must be currently employed. Employment must be permanent and may be either full-time or part-time and

must be consecutive.

• Vouchering payment reimburses the MCC for services provided which include job coaching, follow up, and MOSES data entry.

Proof of employment and 90-day retention must be documented as part of the voucher payment process.

Documentation of employment includes:

● An employment verification letter from the consumers employer verifying the start of employment, rate of pay, and full or part time employment; or

● Pay stubs for the employee demonstrating at least 90 days of employment.

Documentation of 90-day retention in employment includes:

● Employment follow-up for 90-days in MOSES

**Voucher Invoices**

Voucher Invoices (Attachment H) are to be sent to the MHCWB for processing and payment. The MassHire Hampden County Workforce Board remits payment to the Career Center’s fiscal agent upon receipt of the voucher payment invoice. Any local area that has not executed a Master Agreement with MassHire Hampden County Workforce Board will not have access to voucher payments.

**SECTION b: TERMS AND CONDITIONS**

# ARTICLE I: Definitions

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

1. “Agreement” or “Contract” - This document, including all attachments, addenda, and, by reference, applicable Commonwealth of Massachusetts regulations.
2. “Authorized Representatives” - Any person or persons (other than the Contracting Officer) authorized to act for the head of the agency.
3. “Career Center” – A MassHire Career Center located within the Workforce Development Area under the direction of Title I Fiscal Agent that has been certified by the Commonwealth of Massachusetts. For the purposes of this Contract, the contracted Fiscal Agent will ensure the Career Center(s) implicated in the contract will abide by the terms and conditions outlined herein.
4. “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/her authority. The Contracting Officer will be the only individual who can legally commit the WDA to the expenditure of funds in connection with this contract or accomplish any contract changes.
5. “Contractor” – Party engaged to render services or complete tasks for amount specified in this contract document.
6. “Employer” – A business in the private or non-profit sector.
7. “MDCS” – MassHire Department of Career Services, which has statewide responsibility for oversight of local WIOA programs for the Governor.
8. “Modifications” - Any changes, amendments, or emendations to this contract which affect the intent, cost, quality or length of contracted services.
9. “Primary Operator” – The entities designated to provide operational and fiscal oversight to the MA MassHire/NextGen Careers Training partnership Project. The Primary Operator is the MassHire Hampden County Workforce Board.
10. “Stand-in Costs” - Costs paid from non-Federal sources which a recipient proposes to substitute or Federal costs which have been disallowed as a result of an audit or other review.
11. “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.

# ARTICLE II: Contracting Officer’s Representatives

The President and CEO of the Primary Operator may designate employees to act as authorized representatives for certain specific purposes. Such designation shall not contain authority to resolve disputes, sign any contractual documents or approve any alteration to the Contract involving a change in scope, price, terms or conditions.

# ARTICLE III: Indemnification

Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the Commonwealth of Massachusetts and the Primary Operator, including its agents, officers and employees against any and all liability and damages the Commonwealth or Primary Operator 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 the Primary Operator of any claim within a reasonable time after the Commonwealth and the Primary Operator become aware of it, and the Contractor is afforded an opportunity to participate in the defense of such claim and any negotiated agreement or final judgment.

# ARTICLE IV: Certificate of Insurance

Unless the Contractor is a self-insured agency of the Commonwealth, the Contractor shall procure and thereafter maintain Workers Compensation, employer’s liability, and comprehensive general liability (bodily injury) insurance.

# ARTICLE V: Availability of Funds

This Contract is contingent upon the receipt of funds received from the Massachusetts Rehabilitation Commission and continued authorization for allowable program activities. If such funds become unavailable for any reason or authorization for program activities is withdrawn or otherwise modified, the Primary Operator has the unilateral right and absolute discretion to terminate this Contract at any time.

# ARTICLE VI: Corrective Action

If the Contractor’s performance is found not to comply with the performance standards as outlined in the terms and conditions of this Contract, the Contractor will be required to implement corrective action for reasons including, but not limited to, the following:

1. The Contractor has failed to deliver services as specified in the Contract.
2. The Contractor failed to deliver these services according to the Contract schedule.
3. The Contractor has failed to deliver the quality and/or outcomes called for in the Contract.

# ARTICLE VII: Sanctions

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

1. Termination or reduction of contract allocation.
2. Withholding of payment.
3. Debarment of particular Contractor(s) or sub-contractor(s).
4. Repayment from non-WIOA funds for violations of laws and regulations.

# ARTICLE VIII: Termination of Contract

1. “Without Cause” – Either party may terminate this Contract 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.
2. “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 Primary Operator will terminate this Contract, in whole or in part, by giving written notice to the Contractor at least ten (10) calendar days before the effective date of termination stated in the notice. The notice shall state the reason(s) for termination and will state a reasonable period, not less than ten (10) calendar days, during which the reason(s) for the termination must be remedied, subject to the approval of the Primary Operator.
3. “Emergency” – the Primary Operator may terminate or suspend this Contract by providing written notice to the Contractor stating the grounds for this action, in the form of telegram, Mailgram, hand-carried letter, or other appropriate written means, if the Primary Operator 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 of notice of either suspension or termination by the Contractor.

In the case of a suspension under this paragraph, the notice of suspension shall be accompanied by instructions from the Primary Operator specifying requisite corrective 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 Primary Operator shall be cause for immediate termination.

1. Notwithstanding the terms contained in this section, in the event of any termination, the Contractor shall not be relieved of liability to the Primary Operator for injury or damages sustained by the Primary Operator by virtue of any breach of this contract by the Contractor. In the event of termination pursuant to this Section, the Primary Operator will withhold any payments to the Contractor for the purpose of setoff until such time as the exact amount of damages due to the Primary Operator from the Contractor is determined.
2. Upon termination, all documents, finished or unfinished, data, studies and reports prepared by the Contractor pursuant to this Contract shall become the property of the Primary Operator.
3. The Primary Operator shall pay the Contractor for all services performed to the effective date of any termination provided the Contractor is not in default of the terms of this Contract and submits to the Primary Operator properly completed invoices, with supporting documentation covering such services no later than thirty (30) days after the effective date of termination.
4. “Termination for Convenience” – the Primary Operator may terminate the Contract, in whole or in part, by thirty days written notice when it is in the best interests of the Primary Operator. In such event, the Contractor shall receive payment for all work properly performed in an amount not to exceed the total obligated amount for the particular costs involved.

# ARTICLE IX: Disclosure of Confidential Information

The Contractor agrees to maintain the confidentiality of any information regarding employers, Customers, NextGen Consumers or their immediate families which may be obtained through application forms, interviews, tests, reports from public agencies or counselors, or any other source. Without the permission of the trainee or NextGen Consumers, such information shall be divulged only as necessary for purposes related to the performance or evaluation of the Contract and to persons having responsibilities under the Contract, including those furnishing services to the project under subcontracts. The Contractor shall further comply with the provisions of the Fair Information Practices Act. Ch. 766 of the Acts of 1975, and with the regulations promulgated thereunder by the Executive Office of Economic Affairs.

The Contractor agrees to take reasonable steps to insure the physical security of such data under their control, including, but not limited to: fire protection (including 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 and output documents; and design provisions to limit use of personal data.

The Contractor and the Primary Operator agree that they will inform each of their employees having any involvement with personal data or other confidential information of the laws and regulations relating to confidentiality. The Primary Operator shall have access to any data maintained pursuant to the Contractor, 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.

# ARTICLE X: Assignment by Contractor

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

# ARTICLE XI: Conflict of Interest

The Contractor agrees that no employee, officer, or agent of the Contractor shall be involved in the program funded under this Contract if a conflict of interest, real or apparent, exists. The Contractor’s attention is called to Massachusetts General Law c. 268A (The Conflict of Interest Law). The Contractor shall not act in collusion with any Primary Operator officer, employee, agent, or any other party, nor make gifts regarding this Contract or any other matter in which the Primary Operator has a direct and substantial interest.

# ARTICLE XII: Non-Discrimination

This Contract is subject to Titles VI and VII of the Civil Rights Act of 1964 (78 Stat. 252) as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; the Americans with Disabilities Act of 1990, as amended; Title IX of the Education Amendments of 1972, as amended; and the Regulations issued thereunder which are found at 29 CFR 31, 29 CFR37, and 28 CFR35, as well as all subsequent Equal Employment Opportunity Amendments that prohibit discriminatory practices, and the nondiscrimination and equal opportunity provisions of the Workforce Innovation and Opportunity Act. The Contractor specifically agrees that all work done pursuant to this Contract shall be done in such a manner that no employee, NextGen Consumer, subcontractor, or other qualified person or entity involved in the work will be discriminated against in any of the ways set forth in 29 CFR 31.3 because of race, color, age, sex, national origin, physical or mental disability and Genetics. The Contractor agrees to submit all required reports and will make available to all eligible employees under the contract, information regarding the obligation under this Section in such form and at such times as the Executive Director may specify. The Contractor further agrees that any violation of this Section shall give the Primary Operator the right to seek its judicial enforcement.

# ARTICLE XIII: Monitoring

At any time during the term of this Contract, Contractor shall permit the Primary Operator and its representatives, the DOL or the MDCS to conduct onsite evaluations to monitor program performance to ensure compliance with the terms of this Contract. During normal business hours, on a regular schedule to be determined by both parties, there shall be made available, for examination and monitoring, all customer case files, personnel files, attendance records and any other data relating to all matters covered by this Contract. Monitoring visits shall include observation of program activities and interviews with staff and customers. Records may be copied if necessary.

# ARTICLE XIV: Modifications

The Contracting Officer, or a duly authorized representative, 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 such order, an equitable adjustment shall be made in the Contract and shall be modified in writing accordingly. Any claim by the Contractor for adjustment under this clause must be asserted within thirty (30) days of the receipt by the Contractor of the notification of changes. Provided that the Contracting Officer decides that the facts justify such action, the Primary Operator will receive and act upon any such claim asserted at any time prior to final payment under this Contract. Both parties shall approve all contract and subcontract modifications.

# ARTICLE XV: Debarment

The Contractor, by signing this agreement, assures the Primary Operator that the Contractor has not been debarred and agrees to notify the Primary Operator if this status changes while this Contract is in force.

# ARTICLE XVI: Governing Law and Jurisdiction

This Contract shall be governed by, construed, and enforced in accordance with the laws of the Commonwealth of Massachusetts. Both parties hereto agree to submit their respective jurisdiction and venue to the state and federal courts in the Commonwealth of Massachusetts to resolve any disputes or disagreements that may arise under any provision of this Contract.

# ARTICLE XVII: Severability

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

SECTION C: ENROLLMENT AND PAYMENT SCHEDULE

MASSHIRE/NextGen TRAINING PARTNERSHIP VOUCHER PAYMENT SCHEDULE

Funding for voucher payments is on a ***fixed fee*** basis. Payment is subject to the following conditions:

1. Voucher payments will be single payments per authorized MassHire/NextGen Training Partnership Consumer placed in Employment in the following amounts:

 ***MassHire/NextGen Training Partnership Vouchers***: $1,000.00 per authorized Consumer placed in employment and retained for 90-Days

Contractor will receive voucher payment by documenting the following conditions as outlined in Section A: Work Statement:

1. Employment must be permanent and may be either full-time or part-time
2. Employment must be for a consecutive period of at least 90 Days
3. Consumer must be currently Employed
4. Employment Documentation

● An employment verification letter from the consumers employer verifying the start of employment, rate of pay, and full or part time employment; or

 ● Pay stubs for the employee demonstrating at least 90 days of employment.

1. Documentation of 90-day retention in Employment

● Employment follow-up for 90-days in MOSES

1. The Contractor must submit the following documentation to the Primary Operator to be eligible to receive voucher payments;
2. ***MassHire/NextGen Training Partnership 90 Day Employment Retention* Voucher** **Invoice** after Consumer has been determined to have retained Employment for 90 Days as outlined in Section A: Work Statement
3. Copies of Employment Documentation referenced in Item 1.

Missing, incomplete, or late documentation may result in forfeit of voucher payment.

1. Official MassHire/NextGen Training Partnership enrollment occurs on the first day on which a MassHire/NextGen Training Partnership consumer begins a MassHire NextGen Training Partnership funded training program. A MassHire/ Training Partnership consumer who completes the intake process, is verified as eligible, but who is not enrolled into MOSES or who has not commenced a MassHire NextGen Training Partnership funded training program will not constitute an official enrollment. In order to constitute an approved enrollment for payment purposes, an enrollment must be authorized in advance by the Primary Operator.
2. MassHire/NextGen Training Partnership 90 Day Employment Retention Voucher Invoices must indicate MassHire/NextGen Training Partnership consumer’s eligibility by provision of the following detail: Enrollee name, MOSES identification number, MRCIS identification number, MassHire/NextGen Training partnership course enrollment date, Employment Verification Information, 90 Day retention Information and voucher amount. All participant information for payment purposes will be reviewed in MOSES by the Primary Operator. Invoices should be sent to the Primary Operator contact person.
3. The Primary Operator will accept invoices for payment from the designated Single Point of Contact (SPoC). Please ensure the name of these individuals appear in the designated section of the Master Agreement.
4. The Primary Operator will make voucher payments to the Contractor no later than 30 days following receipt of a complete and accurate COVID-19 DWG invoice for authorized COVID-19 DWG Customers only, provided the SPoC has submitted the required documentation specified in #4 above. Incomplete or inaccurate invoices or other documentation will cause delays in payment and may be returned for correction. All obligations and payments are contingent upon Primary Operator funding and receipt of funds from the MassHire Department of Career Services.

SECTION D: GRIEVANCE PROCEDURES

The Primary Operator and Contractor agree to adhere to the provisions specified in MassWorkforce Issuance No. 100 DCS 06.105: Unified Workforce Investment System Complaint and Appeals Process. As such, the Primary Operator and Contractor agree to establish and administer complaint procedures related to services/activities funded under Title I of the Workforce Innovation and Opportunity Act promulgated at 20CFR, Ch. V, §683.600 - §683.650. Requirementsrelated to services/activities funded under the Wagner-Peyser Act, as Amended (Title III of the Workforce Innovation and Opportunity Act are separately promulgated at 20CFR Ch. V, §658.411. Both sets of regulations require the establishment of a local process to handle complaints brought forward by consumers of the respective program’s services.

MassWorkforce Issuance No. 100 DCS 06.105 details the Commonwealth of Massachusetts’ unified complaint system that covers the requirements of both WIOA and Wagner-Peyser. This unified process has been reviewed and approved for statewide implementation by the U.S. Department of Labor (DOL). It streamlines state and local processes (including procedures pertaining to the appeal of local determinations to the State level and, if necessary, beyond) into a single, unified complaint system.

Consistent with the regulations promulgated at 20 CFR, §679.290 and § 683.640 and also at 20CFR Ch. V, §658.411 describing complaint system requirements for all direct recipients\* of WIOA Title I funds (excluding Job Corps\*\*) and Wagner-Peyser funds (Title III), all local Workforce Area entities and WIOA service providers including all MassHire Workforce Boards, MassHire Career Centers, Fiscal Agents and service providers must establish and maintain a formal unified process for the submission and resolution of complaints initiated by either customers or other interested parties that is consistent with the guidance described, herein and detailed in Attachment A.

\*Direct recipients may include state agencies, state and MassHire Workforce Boards, MassHire Career Center operators, Career Center partners, local WIOA administrative entities, their service providers, including eligible training providers and entities providing non-WIOA funds or resources to meet matching requirements or other conditions under WIOA.

Formal complaints may be submitted in accordance with MassWorkforce Issuance No. 100 DCS 06.105 by an individual or group of individuals, an employer or group of employers, a staff person or persons or an interested third party acting on behalf of an individual, group of individuals, an employer or group of employers.

Under MassWorkforce Issuance No. 100 DCS 06.105 each LWDB must assure that the WIOA entities [including the MassHire Workforce Board, the MassHire Career Center(s), the Title I Administrator and the Fiscal Agent)] and local partners and service providers designate an appropriate number of Complaint Officers (CO) and EO Officers (EOO) whose responsibility it is to conduct the initial review of each complaint and to determine the correct adjudicative path (Title I, Wagner-Peyser or EO) to be followed to reach a resolution.

Any provisions contained in the Workforce Innovation and Opportunity Act and the Wagner-Peyser Act, as Amended, their regulations, or other applicable laws and regulations shall apply even if not explicitly stated in MassWorkforce Issuance No. 100 DCS 06.105. Neither shall any part of that policy be construed to contradict prevailing equal opportunity laws and requirements.

**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 NM, 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**

Steve Trueman or Director

Equal Opportunity Officer Civil Rights Center (CRC)

MassHire Hampden County U.S. Department of Labor

Workforce Board 200 Constitution Avenue NW, Room N-4123

Springfield, MA 01103 Washington, DC 20210

**(413) 755-1362 (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

**WIOA COMPLAINTS/GRIEVANCES**

The MassHire Hampden County Workforce Board 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 MassHire Hampden County Workforce Board’s Grievance Officer:

**Steve Trueman**

**MassHire Hampden County Workforce Board**

**1441 Main Street**

**Springfield, MA 01103**

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 MHCWB does not provide a decision within 60 days, you may request a review by the MassHire Department of Career Services Staff Monitor Advocate within 15 days of the date you were entitled a decision. If you are dissatisfied with MHCWB’s decision, within 10 days of receipt of the decision, you may request a review and/or a hearing by the MDCS Staff Monitor Advocate:

**Office of the Director**

**MassHire Department of Career Services**

**100 Cambridge Street, 5th Floor**

**Boston, MA  02114**

If you do not receive a decision by the MDCS 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:* *Copy To:*

**U.S Department of Labor U.S. Department of Labor**

**Employment and Training Administration Employment and Training Administration**

**200 Constitution Ave., NW John F. Kennedy Federal Building, Room E-350**

**Washington DC, 20210 Boston, MA 02203**

|  |  |
| --- | --- |
|  |  **Attention: ASET** |
|  |  |

**CRIMINAL COMPLAINTS**

All information and complaints involving fraud, waste, abuse or criminal activity shall be reported

directly and immediately to:

*Original to:*  *Copy To:*

**Office of the Inspector General**  **Office of Internal Control and Security**

**200 Constitution Avenue, NW Room S-5506,**  **Executive Office of Labor and Workforce Development**

**Washington, DC 20210**  **100 Cambridge Street**

**or call 1-800-347-3756** **Boston, MA 02114**