COMBINED

ATTACHMENT A-1
Agency Specific Terms and Conditions

ATTACHMENT A-2
Program Specific Terms and Conditions

ATTACHMENT A-3
Federally Funded Grants (if applicable)

NEW YORK STATE DEPARTMENT OF LABOR (STATE)

A. Contract Performance

In addition to Contract for Grants Section I.C., the following provisions shall apply to the Contractor's performance responsibilities:

1. Scope and Statement of Work: The Contractor shall perform the work of this Contract within the period indicated on its Face Page and within any more stringent timeframes that may be provided in Attachment B and C; in strict accordance with the Request for Proposals (RFP), its Proposal and the Addendum to Proposal that may have been negotiated, if applicable; and in compliance with New York State and federal laws, rules and regulations including any requirements established by the State, and, with the provisions of the Uniform Administrative Requirements, Cost Principals and Audit Requirements for Federal Awards (2 CFR Part 200) as applicable, and the accounting requirement there under even where federal funds are not involved.

2. The parties understand and agree that any and all deviations or exceptions taken by Contractor to the Department's Request for Proposal are hereby withdrawn except only to the extent that such exceptions or deviations have been explicitly incorporated into this Contract.

3. The Contractor will identify the person(s) who will be responsible for directing the work to be done under this Contract. No change or substitution of such responsible person(s) will be made without prior approval in writing from the State, to the degree that such change is within the reasonable control of the Contractor.

4. The Contractor shall be responsible for the provision of necessary equipment and services for Contractor's staff, pursuant to and described in the narratives and budgets contained in the Attachments.

5. The Contractor ensures that the grounds, structures, buildings and furnishings at the program site(s) used under this Contract are maintained in good repair and free from any danger to health or safety and that any building or structure used for program services complies with all applicable zoning, building, health, sanitary, and fire codes.

6. The failure of the Department to exercise any right or to require strict performance of any provision will not waive or diminish the Department's right thereafter to exercise such right or to require strict performance of any provision.

7. This Contract constitutes the entire agreement between the parties hereto and no statement, promise, condition, understanding, inducement or representation, oral or written, expressed or implied, which is not contained herein shall be binding or valid and this Agreement shall not be changed, modified or altered in any manner except by an instrument in writing executed by both parties hereto.

B. Modifications

In addition to Contract for Grants Section I.D., the following provision shall apply to modifications:

1. The Contractor shall promptly request prior approval from the State for modification of the Contract whenever there is a change in the scope or objectives of the program, the funding level, and if it is deemed necessary, the length of the Contract to meet program objectives. Modifications will be necessary for any of the following changes:

a) An increase or decrease in funding;

b) A transfer of funds among program activities or budget cost categories;

c) Any change to any of the dates specified for any specific program activity which would take that program activity outside the contract time period;

d) A change in any of the participants specified to receive any specific program activity;

e) A change in any of the specific program activities which make up the program;

f) A decrease of 15 percent or more in the number of individuals to be served in planned enrollment for program activities, or in the number of individuals served within significant client groups; and

g) A change in the dates of the Contract.

2. The Contractor shall prepare and submit modifications with complete justification in sufficient time to allow processing and approval prior to the effective date of the changes.

3. Modifications to extend the term of the Contract are to be submitted at least 60 days prior to the original termination date.

4. The Contractor shall prepare and submit modifications in accordance with the requirements established by the State.

5. If the initial Contract with the State is a Planning Grant, the Contractor agrees to submit a fully completed contract within 30 days of submission of the Planning Grant. A fully completed Contract shall include a Program Narrative and budget in the detail and format required by the State.

6. Furthermore, while it will not require a Contract modification, any changes to the dates specified in the Contract for a program activity, where such dates remain within the contract time period, requires that notification be given to the appropriate State grant manager.

C. Notices

1. In accordance with Contract for Grants Section I. G., notices to the State shall be addressed to the Program Office specified on page 1 of the Grant Contract, Face Page, STATE AGENCY (Name & Address).

2. In accordance with Contract for Grants Section I.G., notices to the Contractor shall be addressed to the Contractor's address specified on page 1 of the Grant Contract, Face Page, CONTRACTOR PRIMARY MAILING ADDRESS.

D. Renewal

In addition to Contract for Grants Section I.N., the following provisions shall apply to renewals:

1. Funding on this Contract will be provided as expressly provided on the Face Page. Renewals of this Contract at the end of each period will be allowed only if authorized in the RFP and on the Face Page, contingent on the State obtaining funds for the subsequent fiscal year, as well as satisfactory performance by the Contractor as defined by the State's performance standards.

2. For contracts subject to renewal funding, to obtain an additional period of funding, the Contractor must submit all required documents within 30 days of notification by the State that the contract will be renewed for an additional period. Such documents must reflect the amount of funding provided by the State as indicated in the above mentioned notification from the State. In addition, the Contractor must provide a complete budget summary with full details of all planned program expenditures and any other information required by the State.

3. The State shall not be liable for any obligation incurred by the Contractor which is in excess of the funding set forth on the Face Page of the Contract or any subsequent modification of the Contract.

E. Subcontractors

In addition to Contract for Grants Section III.B., the following provisions shall apply to subcontractors/subcontracting:

The Contractor may not assign, transfer, convey, sub-let or otherwise dispose of its right, title and interest in this Contract, or its power to execute this Contract to any other person, company or corporation without the previous written consent of the State. In all cases where a Contractor with the State subcontracts any portion of that Contract, the Contractor retains full liability and responsibility for assuring that all funds under that Contract, including those to any subcontractor(s) are expended in compliance with:

- The State laws, rules and regulations governing the expenditure of such funds;

- For Federally funded contracts, in addition to the above, the Federal laws, rules and regulations governing the expenditure of such funds; and

- The provisions of this Contract including but not limited to budget specificity and reasonable cost allocation to line item.

The Contractor will be responsible for identifying in the Contract its plan for subcontracting. When actual subcontracting details are not known, subcontract information - including a brief, but definitive, narrative description of each program or service to be subcontracted, with whom subcontracting will be implemented (if known), the anticipated outcomes and the projected budget – will be incorporated into the Contract. The Contract may then be conditionally approved.

When the actual subcontract is executed, the Contractor must provide detailed subcontract information (a copy of subcontract will suffice) to the State within fifteen (15) calendar days after execution. If a copy of the subcontract is not provided, the details required will include:

a) name of subcontractor;
b) services to be performed;
c) program design;
d) anticipated outcomes; and
e) line item budget - - with cost category explanations.

Failure to comply with the above may result in the withholding of funds, suspension and/or termination of the Contract. Failure to resolve within 30 days any non-compliance issues identified by the State 's review of the subcontract information may result in the withholding of further funds until such time as the non-compliance issues are resolved.

If the Contractor is an Educational Institution, pursuant to Contract for Grants Sections III.B. (2), (3), (4)and (5), Contractor compliance with these provisions shall be deemed requested by the State. The Contractor acknowledges this request and agrees that it will comply with these provisions.

F. <u>Property:</u>

In addition to Contract for Grants Section III.D, the following provisions shall apply to property:

<u>This section F. does not apply to performance based milestone contracts</u>, which will be reimbursed in accordance with the milestone payment schedule as set forth in Attachment D.

<u>In non-performance based milestone contracts, unless the cost is totally ascribable to the grant,</u> these costs must be allocated according to an allocation plan which meets the requirements of the Uniform Administrative Requirements, Cost Principals and Audit Requirements at 2 CFR Part 200 .

Example 1: Contractor A uses its copier for both grant and non-grant business. In month 2 it makes 1000 copies, 100 of which are for the grant. Its total cost for the copier and supplies for that month is $200.00. The cost allocation plan allocates copier costs according to the number of copies produced in a given month. Contractor A reports copier costs of $20.00 for that month.

Example 2: Contractor B makes space in its office for work on the grant. Contractor B has one employee working on the grant for 50% of his/her time. The space used by the employee is 1/10th of the square footage of the office space. Contractor B pays $2,000.00 a month in rent on the entire office. Contractor B's cost allocation plan allocates its lease payments according to the space used in a given month and the percentage of time that that space is used for grant purposes. Contractor B reports rent expense of $100.00 for that month.

Equipment

For Federally funded contracts, the requirements for Equipment in the Contract will apply.

Space

In situations where the Contractor is receiving reimbursement for Space Rental, it must be clearly indicated in the Budget Narrative section. In addition, the Budget Narrative must also indicate the basis used in developing the rental charge. In cases where the contractor owns the space, the contractor must indicate the basis used in developing the usage charge.

G. Use Of Material, Equipment, Or Personnel

In addition to Contract for Grants Section III.C, the following provisions shall apply to program/interest income:

Program/Interest Income

The Contractor shall report in the manner prescribed by the State all gross interest income or program income earned by activities supported under this Contract. Such income earned during the grant period shall be transmitted at the termination of this Contract to the State, unless the State directs otherwise in writing.

H. Records and Audits

In addition to Appendix A Section 10., the following provisions shall apply to retention ofrecords under the Contract:

The Contractor shall retain and make available any and all grant records to representatives of the State and the State Comptroller, for inspection, audit, transcription or reproduction at all reasonable times during the course of the Contract and for the period set forth as follows:

a) For the period of six years after the submission of the final expenditure report, or for contracts paidon a performance basis, the final voucher by the Contractor. If the Contract is terminated during the course of the operating period, for a period of six years from the date of the final settlement Contract.

b) If, prior to the expiration of the six year retention period, any litigation or audit is begun or a claim

is instituted involving the Contract covered by the records beyond the six year period until one year after the litigation, audit findings, or claim involving the records has been resolved.

c) When records subject to retention requirements are transferred to the State the six year retention period shall not apply. The Contractor need not retain duplicates of records transferred to or maintained by the State.

d) Notwithstanding paragraphs a, b, and c, the Contractor shall maintain a record of each participant's participation in the program, including dates of entry and termination in each activity and shall retain such records for each participant for a period of five years from the date of enrollment into the program.

The Contractor is authorized to substitute microfilm or electronic copies in lieu of original records in accordance with the regulations of the State.

I. Publicity

For purposes of Contract for Grants Section III.G., "Publicity" also includes references to the State of NewYork in any document of forum.

If the Contractor is an educational institution: pursuant to Contract for Grants Section III.G.3., the State requests that the Contractor provide the State with a thirty (30) day period in which to review each manuscript for compliance with Confidential Information requirements. The Contractor agrees that it will provide the State with this request.

J. Matching Requirement

If matching contributions are indicated on the budget summary of this Contract, match must be reported in conjunction with requests for reimbursement and must be supported by a summary of costs by category of expense. All required match must be fully incurred and reported during the term of the Contract. The appropriate support documentation must be maintained on the Contractor's premises for audit purposes in accordance with the record retention schedules provided herein. If Contractor fails to provide match required under the Contract, payment of contract funds may be withheld and contract payments may be reduced accordingly.

K. Deobligations/Sanctions

If the State decides that the Contractor is not achieving the contract's goals, payments to the Contractor may be delayed or withheld. If this failure to meet goals is not corrected, the contract may be terminated or modified with 30 days notice from the State to the Contractor. This decision to terminate or modify may be appealed in accordance with Provision L (Disputes) of these Terms and Conditions.

L. Disputes

Except as otherwise provided in this Contract, any dispute concerning a question of fact which is not disposed by Contract shall be decided by the Commissioner of Labor, who shall furnish a copy thereof

to the Contractor. Appeal shall be handled in accordance with the State 's procedural rules for hearings (12 NYCRR Part 701). A request for hearing must be submitted to the Commissioner of Labor within 30 days of receipt. The decision of the Commissioner of Labor shall be final and conclusive unless determined by a court or competent jurisdiction to have been fraudulent, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence.

M. Program Audits/Recoupment of Funds

The State shall have the right to audit or review the Contractor's performance and operations as related to this Contract and/or to retain the services of qualified independent auditors or investigators to perform such audit and review on the State's behalf. If the review indicates that the Contractor has violated or has not complied with the material terms of the Contract or any other Contract with the State, or has abused or misused the funds paid to the Contractor, the Contractor agrees to pay to the State any costs associated with the review. In addition, the rights of the State shall include, but not be limited to:

- Recovery of any funds expended in violation of the Contract;
- Suspension of Payments;
- Termination of the Contract; and/or
- Employment of another entity to fulfill the requirements of the Contract.

The Contractor will assist the State in transferring the operation of the contracted services to any other entity selected by the State in a manner that will enable the State or clients to continue to receive services in an on-going basis, including, but not limited to, notifying clients of the new entity to which the services will be transferred and the effective date of the transfer, providing the new entity promptly and at no charge with a complete copy of the clients' records and all other records necessary to continue the provision of the transferred services, and transferring any equipment purchased with funds provided under this Contract.

Nothing herein shall preclude the State from taking actions otherwise available to it under law including but not limited to the State's "Set-Off Rights" and "Records-Audits" provisions contained in Appendix A.

The Contractor agrees to cooperate fully with any audit or investigation the State or any agent of the State may conduct and to provide access during normal business hours to any and all information necessary to perform its audit or investigation. If the Contractor fails to cooperate, the Attorney General, State Comptroller, the State, and any representatives specifically directed by the State Comptroller or the State shall take possession of all books, records and documents relating to this Contract without prior notice to the Contractor. The State will return all such books, records and documents to the Contractor upon completing the official purposes for which they were taken.

The Contractor agrees that all Contracts between the Contractor and a subcontractor or consultants for the performance of any obligations under the Contract will be by written contract(subcontract) which will contain provisions including, but not limited to, the above specified rights of the State.

At the termination of any program grant, the State may recoup funds provided to Contractor if it is

determined pursuant to an audit that the Contractor failed to meet its performance goals, failed to provide match, received payments for expenses that cannot be verified with the appropriate documentation, abused or misused funds or otherwise failed to comply with federal or State statutory requirements of the grant.

N. Subrecipient Audits (Only applies to Contracts containing federal monies.)

All Contractors and subcontractors who are determined to be subrecipients pursuant to the Uniform Administrative Requirements, Cost Principals and Audit Requirements at 2 CFR Part 200 are subject to the following:

All non-federal entities that expend $750,000 or more in Federal funds under more than one Federal program during the non-federal entity's fiscal year must obtain an independent, organization-wide, single audit conducted in accordance with 2 CFR 200.514.

In the alternative, any non-federal entity that expends $750,000 or more under only one Federal program, and that Federal program's laws, regulations or grant agreements do not require a financial statement audit of the auditee, may elect to have a program-specific audit conducted in accordance with 2 CFR 200.507.

For-profit organizations that expend $750,000 or more in Federal funds in any fiscal year must have either an independent, organization-wide, single audit conducted in accordance with 2 CFR 200.514 or a program-specific audit conducted in accordance with 2 CFR 200.507.

The audits for Contractors are to be submitted within one month after receipt of the auditor's report or no later than nine months after the end of the Contractor's fiscal year to the following address:

New York State Department of Labor
Division of Employment & Workforce Solutions
Quality Assurance Bureau
Office of Contract Review and Expenditure Control
Room 436
Albany, New York 12240

Contractors are responsible for collecting audits from subcontractors determined to be subrecipients pursuant to 2 CFR 200.330, and must make the audits available for review or inspection.

Any Contractor that expends less than $750,000 in Federal funds are exempt from Federal audit requirements for that fiscal year, but records must be made available for review or audit by appropriate officials of the U.S. Department of Labor, New York State Department of Labor, and U.S. General Accountability Office (GAO).
To determine when a Federal award has been expended, the Contractor should refer to 2 CFR200.502(a).

The Office of Contract Review and Expenditure Control shall evaluate any findings and recommendations in the Contractor's final audit report along with the related correspondence and Corrective Action Plan (CAP), which may include the expected auditee action to repay disallowed costs,

make financial adjustments or to take other action, submitted by the auditee as part of the Department's audit resolution procedures. If the Office of Contract Review and Expenditure Control is in agreement with all aspects of the CAP, they will issue a management determination indicating the acceptance of the CAP. If the Contractor disputes the management determination of any finding, it has thirty (30) days from the date of this letter to request an independent hearing.

O. Publications/Copyrights/Patents

All materials developed and created by Contractor for the State under this Contract will be owned by the State, will be considered to be "works made for hire" as defined in the U.S. Copyright Act, and are hereby assigned to the State. Contractor agrees to execute all papers and perform all other acts reasonably necessary to assist the other to obtain and register copyrights and to effectuate the intention of this Contract.

For all other pre-existing works, the State and the State of New York expressly reserve the right to a royalty-free, non-exclusive and irrevocable license to reproduce, publish, distribute or otherwise use, in perpetuity, any and all copyrighted or copyrightable material resulting from this Contract or activity supported by this Contract. All publications by the Contractor covered by this State shall expressly acknowledge the State's right to such license.

All of the license rights so reserved to the State and the State of New York under this paragraph are equally reserved to the U.S. State of Labor, as applicable, and subject to the provisions on copyrightscontained in such federal agencies' regulations if the Contract is federally funded.

The Contractor agrees that at the completion of any scientific or statistical study, report or analysis prepared pursuant to this Contract, it will provide to the State, at no additional cost, a copy of any and all data supporting the scientific or statistical study, report or analysis, together with the name(s)and business address(es) of the principal(s) producing the scientific or statistical study, report or analysis. The Contractor agrees and acknowledges the right of the State to release the name(s) and business address(es) of the principal(s) producing the scientific or statistical study, report or analysis, together with a copy of the scientific or statistical study, report or analysis and all data supporting the scientific or statistical study, report or analysis.

The Contractor agrees that any and all inventions, conceived or first actually reduced to practice in the course of, or under this Contract, or with monies supplied pursuant to this Contract, shall be promptly and fully reported to the State. Determination as to ownership and/or disposition of rights to such inventions, including whether a patent application shall be filed, and if so, the manner of obtaining, administering and disposing of rights under any patent application or patent which may be issued, shall be made pursuant to all applicable law and regulations.

P. Specific Prohibitions

1. No Gratuities: The Contractor warrants that it did not secure the Contract as the result of gratuities.

2. Covenant Against Contingent Fees: The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an Contract or understanding for a

commission, percentage, brokerage, or contingent fee, or breach or violation of this warranty. The State shall have the right to annul this Contract without liability or, in its discretion, to deduct from the award, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

3. Non-Sectarian: The funds provided to the Contractor are for secular purposes and will be used to provide employment and/or training services as described in the Contract to persons regardless of religious affiliation and shall be performed in a manner that does not discriminate on the basis of religious belief, or promote or discourage adherence to religion in general or particular religious beliefs. No funds will be used for the advancement of a particular religion.

Q. Training

All contracts and/or subcontracts must be approved by the State and licensed or registered by the NYS Education Department where applicable.

R. Survival Of Covenants, Representations And Warranties

All covenants, representations and warranties of the Contractor shall survive the termination of this Contract.

S. State Certifications

1. Certification Regarding Debarment, Suspension, Ineligibility, and Outstanding Debts: By signing this Contract, the Contractor, as a duly sworn representative of the contractor/vendor, hereby attests and certifies that:

    a. No principal or executive officer of the Contractor's company, its subcontractor(s) and/or successor(s) is presently suspended or debarred; and

    b. The Contractor, its subcontractor(s) and/or its successor(s) is not ineligible to submit a bid on, or be awarded, any public work contract or sub-contract with the State, any municipal corporation or public body for reason of debarment for failure to pay the prevailing rate of wages, or to provide supplements, in accordance with Article 8 of the New York State Labor Law.

    c. The Contractor, its subcontractor(s) and/or its successor do not have any outstanding debts owed to the Department, including but not limited to, contractual obligations, fines related to Safety and Health violations, payments owed to workers for public works projects or the general provisions of the labor Law, unemployment insurance contributions or other related assessments, penalties or charges.

T. Federal Certifications (if applicable):

The funding for the awards granted under this contract is provided by the United States Department of Labor which requires the following certifications:

A. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND

VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS

1. By signing this Contract, the prospective lower tier participant certifies, that neither it nor its principals is 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 statement in this certification, such prospective participant shall provide an explanation.

3. The prospective lower tier participant shall pass the requirements of A.1. and A.2., above, to each person or entity with whom the participant enters into a covered transaction at the next lower tier.

B. CERTIFICATION REGARDING LOBBYING – Certification for Contracts, Grants, Loans, and Cooperative Agreements

By signing this Contract, the Contractor hereby certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, 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 personfor 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 Contractor shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The Contractor shall require that the language of this certification be included in the award documents for all subawards 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 facts 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.C. **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.**

C. DRUG FREE WORKPLACE

By signing this Contract, the Contractor certifies that it will provide a Drug Free Workplace by implementing the provisions at 29 CFR 94, pertaining to the Drug Free Workplace. In accordance

with these provisions, a list of places where performance of work is done in connection with this specific grant will take place must be maintained at the Contractor's office and available for Federal inspection.

D. NONDISCRIMINATION & EQUAL OPPORTUNITY ASSURANCE

As a condition to the award of financial assistance from the Department of Labor under Title I of the Workforce Innovation and Opportunity Act (WIOA), the Contractor assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

(1) Section 188 of the 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, orbelief, 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 a program or activity that receives financial assistance under Title I of WIOA;

(2) Title VI of the Civil Rights Act of 1964, as amended which prohibits discrimination on the basis of race, color, and national origin;

(3) Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;

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

(5) 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 29 CFR Part 38 and all other regulations implementing the laws listed above. This assurance applies to the Contractor's operation of the WIOA Title I – financially assisted program or activity, and to all agreements the Contractor 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.

E. BUY AMERICAN NOTICE REQUIREMENT

In accordance with Section 502 of the WIOA, none of the funds made available under the WIOA may be expended by an entity unless the entity agrees that in expending the funds it will comply with sections 8301 through 8303 of title 41, United States Code (commonly known as the "Buy American Act").

F. SALARY AND BONUS LIMITATIONS

No federal funds appropriated annually under the heading 'Employment and Training' shall be used by a subrecipient of such funds to pay the salary and bonuses of an individual, either as direct costs or indirect costs, at a rate in excess of Executive Level II. This limitation shall not apply to vendors providing goods and services as defined in 2 CFR 200.330. See Training and Employment Guidance

Letter number 5-06 for further clarification. Where applicable, the Contractor agrees to comply with the Salary and Bonus Limitations.

G. VETERANS' PRIORITY PROVISIONS

Federal grants for qualified job training programs funded, in whole or in part, by the U.S. Department of Labor are subject to the provisions of the "Jobs for Veterans Act" (JVA), Public Law 107-288 (38 USC 4215). The JVA provides priority of service to veterans and spouses of certain veterans for the receipt of employment, training, and placement services. Please note that to obtain priority service, a person must meet the program's eligibility requirements. Training and Employment Guidance Letter (TEGL) No. 5-03 (September 16, 2003) and Section 20 of the Code of Federal Regulations (CFR) Part 1010 (effective January 19, 2009) provide general guidance on the scope of the veterans priority statute andits effect on current employment and training programs. Where applicable, the Contractor agrees to comply with the Veteran's Priority Provisions.

H. FUNDING DISCLOSURE

In accordance with Section 516 of the 1989 Department of Labor Appropriations Act, the Contractor agrees that when issuing statements, press releases, requests for proposals, bid solicitations or other documents describing the project or program, the Contractor shall clearly state:

a. The percentage of the total costs of the program or project which will be or is being financed with federal money;

b. The dollar amount of federal funds for the project or program; and

c. Percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources.