
SECTION VII - ATTACHMENTS

- A. **Corporate Certification**
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- E. **Anti-lobbying Disclosure**
- F. **Drug Free Workplace Compliance**
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- H. **General Contract Terms and Conditions**

ATTACHMENT A

CORPORATE CERTIFICATION

At a duly authorized meeting of the Board of Directors of the _____
(Corporation)
held on _____ at which all the Directors were present or waived notice, it
(Date)
was voted, that _____ of this company, be hereby
(Name) (Title)
authorized to execute contracts and bonds in the name and in behalf of said company, and affix
its corporate seal thereto; and such execution of any contract or obligation in this company's
name on its behalf by such _____ under seal of the company, shall
(Title)
be valid and binding upon this company.

A True Copy,

Attest: _____
(Clerk)

Place of Business: _____

Date of Contract: _____

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company, and that the above vote has not been amended or rescinded and remains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

(Clerk) Corporate Seal
(if available)

ATTACHMENT B

PUBLIC AGENCY CERTIFICATION

I, _____, certify that I am
Legal Officer of the _____

_____ : that _____

is the duly appointed Director of said Agency / Division
and that as such s/he has the authority to enter into
the foregoing agreement with the funding agency on
behalf of said Agency / Division.

(Signature)

(Title) _____

ATTACHMENT C

PRIVATE SOLE PROPRIETORSHIP/PARTNERSHIP

I, _____, certify that I am the

_____ of the _____

_____ ; that I have the authority to enter

into the foregoing agreement with the funding agency on behalf of _____

(Signature)

(Signature)

ATTACHMENT D

**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, 29 CFR Part 98, Section 98.510, Participant' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

(Before Completing Certification, Read Attached Instructions Which Are an Integral Part of the Certification)

1. The prospective recipient of Federal assistance funds 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 recipient of Federal assistance funds 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

ATTACHMENT E

CERTIFICATION REGARDING LOBBYING

By signing the Contract, you agree to comply with the following:

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

- (1) No New Directions (ND) funds have been paid 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 employee of Congress, or any Massachusetts elected official, or REB member in connection with the awarding of any ND Contract, the making of any ND grant or the making of any Federal or State loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal, State or ND Contract, grant, loan or cooperative agreement.
- (2) If any funds other than federal or NDC 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, Massachusetts Elected official, or an officer or employee of Congress, an employee of a member of Congress or a Massachusetts elected official in connection with this ND Contract 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* subawards at all tiers (including subcontracts, subgrants, and Contracts under grants, loans, and cooperative agreements) and that all* sub recipients 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, M.S. Code (for sections pertaining to Congress or its employees). 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 failure (again, pertaining to Congress, and its employees). For the remainder of those mentioned (Commonwealth and local elected officials, WIBs), where applicable, state and local statutes shall be used to determine appropriate provisions for penalties.

- * In these instances, "all" in the Final Rule is expected to be clarified to show that it applies to covered Contract transactions over \$100,000 (per OMB).

ATTACHMENT F

**CERTIFICATION REGARDING DRUG-FREE
WORKPLACE REQUIREMENT**

- A. The Contractor certifies that it will or will not 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)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant office or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notices shall include the identification number(s) of each affected grant;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraphs (d)(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 satisfactory 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).

B. The Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specified grant:

Place of Performance (Street address, city, county, state, zip code):

Name of Organization: _____

Name and Title of Authorized Signatory: _____

Signature: _____ Date: _____

ATTACHMENT G

GRIEVANCE PROCEDURE POLICY

Pursuant to the procedures set forth below, any individual or organization may file a grievance alleging a violation of the Workforce Investment Act, rules, regulations, grants or other agreements made under the programs by the Commonwealth of Massachusetts, COMMONWEALTH CORPORATION, sub recipients or contractors. Grievances that do not involve a violation of the regulations, grant terms or other agreements under the programs are not subject to this procedure. With the exception of complaints alleging fraud, criminal activity or discrimination, the filing of a grievance under WIA must be made within one year of the date of the alleged violation. Grievances under WIA alleging discrimination, including those alleging gender discrimination, must be filed within one hundred eighty (180) days of the date of the alleged violation.

Where the alleged violation of program regulations is also an alleged violation of another law, regulation or agreement, nothing in this procedure precludes an individual or organization from filing a complaint or grievance under such other law or agreement with respect to the non-WIA cause of action, at the same time that a grievance under this procedure is pending.

Any Applicant who is the recipient of WIA funds shall continue to operate or shall establish and maintain for WIA participants a grievance or complaint procedure relating to the terms and conditions of employment. Any Applicant who does not have a grievance procedure may use this procedure by submitting a letter requesting inclusion in Commonwealth Corporation's Grievance Procedure.

Applicants must inform participants of the grievance or complaint procedure they are to follow. The Applicant's procedures must provide, upon request by the complainant, a review of the Applicant's decision by the Commonwealth Corporation or its designee and by the Governor or his/her designee, if necessary, in accordance with 20 CFR Parts 627.501, 627.502, 627.503, 627.504 and 20 CFR Part 645.270 (f).

- (a) The Applicant agrees to implement and maintain an Equal Employment Opportunity Program and a related Affirmative Action Plan. Such a program shall include (but is not limited to):
 1. Formulation and maintenance of a grievance resolution system for participants and staff.
 2. Notification to all participants and staff, in writing, at enrollment or hire, of the Program's Grievance Resolution System, as well as the EEO and Affirmative Action compliance and other related activities.
 3. Designation of staff within the Applicant as responsible for EEO and Affirmative Action compliance and other related activities. Designation of a Grievance Officer.
- (b) Any Applicant that does not maintain an Equal Employment Opportunity Program and a related Affirmative Action Plan agrees to fully participate in the Equal Employment and Affirmative Action Programs and activities established by COMMONWEALTH CORPORATION, including procedures to be established for monitoring EEO/AA activities.
- (c) This grievance procedure shall be used in all protests, disputes and claims causes in reference to this Agreement.

ATTACHMENT H

CONTRACTOR TERMS & CONDITIONS

NON-DISCRIMINATION EMPLOYMENT & EQUAL OPPORTUNITY

As a condition to the award of financial assistance from New Directions under Title I of the Workforce Investment Act, (WIA), or Welfare to Work, (WTW), the Contractor assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws: Section 188 of the WIA of 1998, 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 U.S. or participation in any WIA Title I--financially assisted program or activity; Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the bases of race, color and national origin; Section 504 of the Rehabilitation Act of 1973, as amended, 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 the 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 37 and all other regulations implementing the laws listed above. This assurance applies to the Contractor's operation of the WIA Title I--financially assisted program or activity, and to all agreements the contractor makes to carry out the WIA Title I--financially assisted program or activity. The Contractor understands that the U.S. and Massachusetts have the right to seek judicial enforcement of this assurance.

POLITICAL ACTIVITIES, LOBBYING PROHIBITION & ANTI-BOYCOTT WARRANTY

The Contractor may not use any Contract funds and none of the services to be provided by the Contractor may be used for any partisan or non-partisan political activity or to further the election or defeat of any candidate for public office. The Contractor will comply, where applicable, with the provisions of the Hatch Act, which limit the political activity of certain State and local government employees, along with contractors, subcontractors and participants funded through the use of WIA or WTW funds. The Contractor shall comply with 29 CFR 93 regarding the restrictions on lobbying and the Certification and disclosure requirements pursuant to Section 319 of Public Law 101-121. Pursuant to Executive Order 130, or as amended, neither the Contractor nor any affiliated company of the contractor shall participate in or cooperate with any international boycott, as defined in Section 999(be)(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 interests are directly or indirectly owned by the Contractor or by a person or persons, or a business entity or entities, which owns at least 51% of the ownership interest of the Contractor or any business entity which directly or indirectly owns 51% ownership interest in the Contractor.

DRUG FREE WORKPLACE

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

DEBARMENT AND SUSPENSION

The Contractor agrees to abide by the terms of the Debarment Certification to these Terms and Conditions.

SECTARIAN ACTIVITY PROHIBITED

No funds received under this contract will be used for the promotion of religious worship, instruction, other religious activity or anti-religious activity. Participants in the program will not be employed in the construction, operation, or maintenance of that part of any facility which is used for religious instruction or worship. WIA funds may be used for maintenance of a facility that is not primarily or inherently devoted to sectarian instruction or religious worship if the organization operating the facility is part of a program or activity providing services to WIA participants.

HEALTH AND SAFETY

Appropriate standards for health and safety in work and training situations will be maintained. All training and/or instruction provided to participants under the WIA or WTW program will take place in an environment where appropriate standards for health, safety and comfort are maintained. Participants in on-the-job training operated with WTW funds as defined in 20 CFR Part 645.220, or participants in on-the-job training operated with WIA funds as defined in 20 CFR Part 663.700, are subject to the same health and safety standards established under State and Federal law which are applicable to similarly employed employees, of the same employer, who are not participants in programs under WTW or WIA. Facilities will be adequately heated and ventilated; with adequate toilet, rest and lunch areas; easy access to potable water, and separate and clearly delineated non-smoking areas.

CHILD LABOR

No participant under 18 years of age will be employed in any occupation which the U.S. Secretary of Labor has found to be particularly hazardous for persons between 16 and 18 years of age (a list of such occupations is published in 29 PL Part 1500, Subpart E). Any eligible trainees under 16 years of age will be employed only in accordance with limitations imposed by 29 CFR Part 1500 Subpart C.

NEPOTISM ACTIVITY

No Contractor will hire a person in an On-the-Job Training position, administrative capacity or consultant position funded under WIA or WTW if the individual or a member of his/her immediate family is employed in the administrative capacity of DOL, DLWD, NEW DIRECTIONS, or the Contractor. The Contractor agrees to inform New Directions of any potential violation of nepotism restriction.

UNIONIZATION AND ANTI-UNIONIZATION

No WIA or WTW funds shall in any way be used to either promote or oppose unionization.

BUDGET/PELL GRANTS

The Contractor shall be paid by New Directions under this Contract only in accordance with the approved budget. Where possible, the Contractor shall defray program costs through utilization of Pell Grants or other applicable client funding resources. The Contractor shall report to New Directions, any financial award given to a New Directions funded participant.

CORRECTIVE ACTION

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

SANCTIONS

New Directions shall reserve the right to place sanctions on the Contractor for deficiencies concerning program performance. Wherever feasible, New Directions shall give the Contractor an opportunity to prepare and carry out a corrective action plan. However, New Directions failure to provide the Contractor with an opportunity for corrective action shall not prevent New Directions from imposing sanctions. Such sanctions may include, but are not limited to: termination or reduction of contract funding and withholding of payment.

GRIEVANCE PROCEDURE POLICY

Pursuant to the procedures set forth below, any individual or organization may file a grievance alleging a violation of the Workforce Investment Act, or Welfare to Work Program, rules, regulations, grants or other agreements made under the programs by the Commonwealth of Massachusetts, COMMONWEALTH CORPORATION, sub-recipients or contractors. Grievances that do not involve a violation of the regulations, grant terms or other agreements under the programs are not subject to this procedure. With the exception of complaints alleging fraud, criminal activity or discrimination, the filing of a grievance under WIA or WTW must be made within one year of the date of the alleged violation. Grievances under WIA or WTW alleging discrimination, including those alleging gender discrimination, must be filed within one hundred eighty (180) days of the date of the alleged violation.

Where the alleged violation of program regulations is also an alleged violation of another law, regulation or agreement, nothing in this procedure precludes an individual or organization from filing a complaint or grievance under such other law or agreement with respect to the non-WIA or WTW cause of action, at the same time that a grievance under this procedure is pending.

Any Contractor who is the recipient of WIA or WTW funds shall continue to operate or shall establish and maintain for WIA or WTW participants, a grievance or complaint procedure relating to the terms and conditions of employment. Any Contractor who does not have a grievance procedure may use this procedure by submitting a letter requesting inclusion in New Directions Grievance Procedure.

WIA administrative entities and Contractors must inform participants of grievance or complaint procedure they are to follow. WTW administrative entities and Contractors must inform participants and any currently employed workers displaced by program participants of the grievance or complaint procedure they are to follow. The Contractor's procedures must provide, upon request by the complainant, a review of the Contractor's decision by the Commonwealth Corporation or its designee and by the Governor of his/her designee, if necessary, in accordance with 20 CFR Parts 627.502, 627.503, 6270504, and 20 CFR Part 645.270 (f).

- a. The Contractor agrees to implement and maintain an Equal Employment Opportunity Program and a related Affirmative Action Plan. Such a program shall include (but is not limited to):
 1. Formulation and maintenance of a grievance resolution system for participants and staff.
 2. Notification to all participants and staff, in writing, at enrollment or hire, of the Program Grievance Resolution System, as well as the EEO and Affirmative Action compliance and other related activities.
 3. Designation of staff within the Contractor as responsible for EEO and Affirmative Action compliance and other related activities. Designation of a Grievance Officer.
- b. Any Contractor that does not maintain an Equal Employment Opportunity Program and a related Affirmative Action Plan agrees to fully participate in the Equal Employment and Affirmative Action Programs and activities established by New Directions, including procedures to be established for monitoring EEO/AA activity.
- c. This grievance procedure shall be used in all protests, disputes and claims causes in reference to this Agreement.

DISCLOSURE OF CONFIDENTIAL INFORMATION

- a. The Contractor shall maintain the confidentiality of any information regarding trainees, project participants and their immediate families that may be obtained through application forms, interviews, tests, reports from public agencies or counselors, or any other source. Without the permission of the trainees or participants, such information shall be divulged only as necessary for purposes related to the performance or evaluation of the Contract and to persons having responsibilities under the Contract. The Contractor shall comply with the provisions of the Fair Information Practices Act, Ch. 776 of the Acts of 1975, and with COMMONWEALTH CORPORATION policy.
- b. The Contractor agrees to take reasonable steps to ensure the physical security of such data under its control, including, but not limited to: fire protection against smoke and water damage; alarm systems; locked files, guards, or other devices reasonably expected to prevent loss or unauthorized access to electronically or mechanically held data; limited terminal access, access to input documents and output documents, and design provisions to limit use of personal data.
- c. The Contractor agrees that it will inform each of its employees, having any involvement with personal data or other confidential information, of the laws and regulations related to confidentiality. New Directions shall have access to any data maintained pursuant to the Contract without the consent of the data subject. The Contractor shall use personal data and materials derived from such data only as necessary in the performance of this Contract.

MONITORING ACCESS

At any time during the term of this Agreement, Contractor shall permit the Government, the Director of the Department of Labor & Workforce Development, New Directions, the State Auditor, the President of COMMONWEALTH CORPORATION, and the U.S. Department of Labor or their designated representative to conduct on site evaluations and monitor program performance to ensure compliance with the terms of this Agreement. At any time during normal business hours and as frequently as deemed necessary, there shall be made available, for examination and audit, all contracts, invoices, payroll records, general ledger and supporting accounting records, personnel files, attendance records and any other data relating to all matters covered by this Agreement. Monitoring visits may include examination of participant case files, observation of program activities and interviews with staff and participants. Records may be copied at a reasonable expense, if necessary.

TERMINATIONS

This agreement is contingent upon the receipt of funds and continued authorization for program activities. In the event that such funds become unavailable for any reason or authorization for program activities is withdrawn or otherwise modified New Directions has the unilateral right and absolute discretion to terminate this Agreement.

If the Contractor shall violate any of the covenants, agreements, or stipulations of this agreement, New Directions, through its authorized representatives shall have the right to terminate this agreement by the giving of reasonable written notice of termination and specifying the effective date, or shall have the right to reduce or withhold compensation until the agreed-upon corrective action has been taken.