

WORKFORCE COMPETITIVENESS TRUST FUND APPLICATION FOR FUNDING

JANUARY 18, 2007

**ISSUED BY
COMMONWEALTH CORPORATION**

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Workforce Competitiveness Trust Fund Application

Table of Contents

Application Submission Process Timeline	1
Part A. Information about the Initiative	Application 2
Introduction.....	Application 2
Objectives	Application 2
Description of Sector Initiatives	Application 3
Available Funds and Maximum Size of Awards.....	Application 3
Implementation Grants for Sector Initiative Partnerships	Application 4
Planning Grants Leading to Implementation Grants	Application 4
Health Care Sector	Application 4
Travel and Tourism Sector	Application 5
Older Workers.....	Application 5
Identification of Critical Industries.....	Application 5
Eligible Applicants	Application 7
Lead Applicant	Application 8
Role of Employers	Application 8
Requirements for Partnership Initiatives.....	Application 9
Career Pathways	Application 9
Shared Learning	Application 9
Project Staffing.....	Application 10
Matching Funds Requirement.....	Application 10
Reporting Requirements.....	Application 10
How Can Funds Be Used.....	Application 11
Program Design	Application 11
Part B. Required Components of Proposal Submission and the Procurement Process	Application 13
Grant Application Essentials.....	Application 13
Notice of Intent	Application 13
Required Components of a Planning Grant Application Submission.....	Application 13
Required Components of an Implementation Grant Application Submission.....	Application 15

Application Review and Selection Process.....	Application 17
Miscellaneous.....	Application 19
Appendix A – The Seven Workforce Competitiveness Trust Fund Regions.....	Appendix 1
Appendix B – Chart of Allocations.....	Appendix 2
Appendix C – List of Regional Critical Industries.....	Appendix 3
Appendix D – Model Memorandum of Agreement.....	Appendix 5
Appendix E – Self-Sufficiency Chart.....	Appendix 6
Appendix F – Examples of Business Impact Measures.....	Appendix 7
Appendix G – Commonwealth Corporation Terms and Conditions.....	Appendix 8
Attachment 1 – Application Submission Contents Checklist.....	Attachment 1
Attachment 2 - Partnership Information Form for WCTF Projects.....	Attachment 2
Attachment 3 – Program Summary Form.....	Attachment 4
Attachment 4 – Application Narrative Form for Implementation Grants.....	Attachment 5
Attachment 5 – Application Narrative Form for Planning Grants.....	Attachment 9
Attachment 6a – Budget Form.....	Attachment 10
Attachment 6b – Budget Narrative Form.....	Attachment 11
Attachment 7 – Project Implementation Timeline Form.....	Attachment 13
Attachment 8 – Project Spending Plan Form.....	Attachment 14
Attachment 9 – Standard Disclosure Form.....	Attachment 15
Attachment 10 – Contract Terms and Conditions Sign-Off Form.....	Attachment 18

Workforce Competitiveness Trust Fund Application for Funding

Application Submission Process Timeline

Announcement of Program and Notice of Application Packets Available	January 18, 2007
Technical Assistance Period	January 22, 2007 to March 23, 2007
Application Package Submission Deadline	No later than 12 noon on April 2, 2007
Award Notification	April 30, 2007
Project Start Date	May 7, 2007

Respondents shall notify, in writing, the region's workforce investment board on their intent to respond to the request for proposals.

www.commcorp.org/sectorstrategy

On this site you will find:

- Full Application and Individual Application Forms Available for Downloading
- Updated Questions and Answers
- Additional Information about the WCTF Program

WCTF Bidders' Conferences

Monday, February 5, 2007	Wednesday, February 7, 2007	Thursday, February 8, 2007
American Red Cross Worcester	Banknorth Office Building Springfield	Crittenton Women's Union Boston
1:00 – 4:00 pm	9:30 am – 12:30 pm	1:00 – 4:00 pm

The Application Package is due by 12:00 Noon, April 2, 2007 at Commonwealth Corporation, 529 Main Street, Suite 110, Charlestown, MA 02129. The submission must include one complete original Application Package and six (6) copies.

Part A. Information about the Initiative

I. Introduction

The **Workforce Competitiveness Trust Fund** (WCTF) is a key component of the Workforce Solutions Act/Economic Stimulus Bill of 2006. The Massachusetts Legislature established the WCTF with two goals in mind:

- To improve the competitive stature of Massachusetts businesses by improving the skills of current and future workers, and
- To improve access to well-paying jobs and long-term career success for all residents of Massachusetts, especially those who experience structural, social, and educational barriers to employment success.

As administrator of the WCTF, Commonwealth Corporation will build on the foundation of its previous industry sector workforce development initiatives, BEST and BayStateWorks. The sector initiative approach targets a specific industry and creates education, training and other supports customized to meet the needs of the industry's employers, incumbent workers, the underemployed and the unemployed. The public-private partnerships created by the BEST and BayStateWorks programs, along with other sector initiatives in Massachusetts and across the country have reaped success including reduced turn-over, improved operations and cost savings for businesses and higher salaries, promotional opportunities and access to education for workers.

II. Objectives

With guidance from a statewide Advisory Committee, Commonwealth Corporation has developed a WCTF initiative funding process which will encourage and ensure that:

- a broad range of resident--including older workers, low-wage workers, low-income individuals, disabled citizens, vulnerable youths, incumbent workers and the unemployed--gain access to employment, education and the skills necessary to move forward along a career path that leads to economic self-sufficiency;
- critical industries are supported;
- vital public-private partnerships thrive at the local level; and,
- all regions of the Commonwealth benefit from the WCTF.

As articulated in the WCTF legislation, a portion of the funds will be directed to workforce needs in the healthcare industry and the travel and tourism industry. A \$1 million allocation to address the needs of older workers is also included. Proposals for both implementation and planning grants will be accepted.

Planning grants can be for newly formed or developing partnerships and initiatives, or to determine the feasibility of new interventions. All funded projects will be required to leverage at least a 30% match of the WCTF dollars from employers, public, philanthropic and other contributions.

III. Description of Sector Initiatives

Sector initiatives focus on the workforce needs of a particular industry, developing solutions that are tailored to meet the needs of that industry, while making gains for workers by creating career paths and other skill and wage-enhancing vehicles. The sector approach requires active partnerships to lead and engage a broad range of stakeholders in crafting solutions, along with promoting systemic change, in areas such as employer practices, (including education and training) partnership models, local economic development planning and regulatory policies. The changes will have a long-term impact on the industry, the workers and the community.

Sector partnerships conduct comprehensive research to identify industry and worker needs and investigate the causes behind those needs. Armed with that information the partnership develops specific solutions, such as access to education and training, career coaching to map out specific occupational skills development, and career pathways, to solve the problems identified. In addition, sector partnerships will seek to leverage funding and other commitments to sustain the project beyond the WCTF funding.

IV. Available Funds and Maximum Size of Awards

a. Allocation of WCTF Funds

In order to adequately satisfy the multiple priorities in the legislation, the total WCTF grant pool has been divided into three categories: regional allocations, planning grants and programs that support older workers. All WCTF grants will be awarded through a competitive process. However, the universe in which projects compete varies according to the type of proposal:

- Partnerships applying for sector initiative grants in health care, travel and tourism and other critical industries will compete for funds available through regional allocation. (See Appendices A and B.) Cross-region initiatives may be submitted.
- \$2 million will be available competitively for planning grants. After the initial planning grants have been awarded, the remaining funds will be held in reserve so that recipients of planning grants may compete for implementation funds upon successful completion of the planning phase.
- \$1 million will be available to support programs for older workers (age 45+).
 - Of this amount, \$500,000 will be dispersed to the regions to support projects that integrate programs for older workers into regional sector initiatives.
 - The other \$500,000 will be available through a statewide competition to programs that specifically propose to serve older workers.

b. Implementation Grants for Sector Initiative Partnerships

Implementation grants may be funded for up to three years, renewable yearly, with maximum total funding of \$500,000 per grant available over that time period. These grants may be for new partnerships or existing partnership projects. Existing partnerships must demonstrate success in previously funded sector initiatives, and show how support through the WCTF will enhance the scale and range of their project.

c. Planning Grants Leading to Implementation Grants

Planning grants may be funded for a period of six months, at a maximum of \$25,000. Approximately five planning grants will be awarded. Planning grants can be for newly formed or developing partnerships to conduct research into an industry, including workforce needs analysis, or to determine the feasibility of new workforce development interventions. Upon the successful completion of the planning phase, projects may compete for implementation funds.

d. Health Care Sector

The Massachusetts healthcare industry is the state's largest employer, representing 15% of all employment, while providing for the health and well being of workers in all industries. Shortages among the healthcare workforce significantly impact the quality of patient care in the Commonwealth. Further, a lack of cultural proficiency among health care professionals is a significant factor in healthcare disparities, and one that can be remedied by diversify-

ing the healthcare workforce. Partnership initiatives in healthcare should seek to enhance employment opportunities in the healthcare pipeline, from entry level through professional, including such strategies as “grow your own.”

e. Travel and Tourism Sector

As an important part of the Massachusetts economy, the Travel and Tourism industry provides a broad spectrum of employment and career opportunities. In order to utilize and further develop career pathways in this sector, partnership initiatives may include projects that make a connection to youth that can utilize school-to-work efforts and develop career paths; projects that provide ESOL and customer service training to entry level workers and mid-level incumbent workers; and/or projects that focus on small business and entrepreneurial needs, such as sales, marketing and management, provided those businesses can demonstrate adequately that they employ or plan to employ at least 10 workers.

f. Older Workers

Partnerships serving older workers should demonstrate knowledge of the barriers that older workers face in entering or advancing in specific industries, and how the barriers can be addressed.

V. Identification of Critical Industries

Working with a critical industry in the region is the threshold to an Application’s eligibility for full review for funding by the Workforce Competitiveness Trust Fund review committee. (See Section Part B. Section II, Application Review Process) Supporting critical industries in Massachusetts is a key objective of the Workforce Competitiveness Trust Fund and a partnership must be able to demonstrate that its employer partners are part of the critical industries in the region.

An Applicant may select from one of two methods for determining “critical industries.”

a. Method One

Using this method, a “Critical Industry” is defined to mean an industry sector (using the 2 digit North American Industry Classification System code) that demonstrates labor market strength using the following labor market data sets:

1. Large base employment (based upon the Quarterly Census of Employed Workers)
2. High rate of job vacancies (MA Job Vacancy Survey)
3. Grew in the short term (past year) (based upon the Quarterly Census of Employed Workers)
4. Grew in the medium term (since 2001) (based upon the Quarterly Census of Employed Workers)
5. A concentration of employers (as defined by location quotient¹)

All of the twenty-two 2 digit industry sectors in Massachusetts were ranked against each other using the 5 factors and points were awarded based upon rank in each category. The industry sector’s points were totaled to create an overall ranking. Each region was calculated separately using regionally based data. The top 10 ranked industries in each region were selected.

This process generated a List of Critical Industries for each of the seven regions. (See Appendix C, “List of Critical Industries by Region”). **If an Application targets an industry from the List of Critical Industries for their region, the Application will have automatically met the threshold of industry criticality and be considered for full review for funding by the review committee.**

b. Method Two

Using this method a partnership that chooses to target an industry sector not appearing on the pre-approved “List of Critical Industries by Regions,” the Application must document the “criticality” of the targeted industry sector using concrete data and information that explains the importance of the industry to the region. For example, a partnership may decide to target an industry in a region:

- Whose demise in the region would have a substantial and demonstrated negative impact on the region’s economy; or

¹ Location quotient is the calculated ratio of an industry’s share of total local area employment divided by the same industry’s share of the total base area employment. In this case local area employment is total employment of a given region and total base employment is total employment in Massachusetts.

- The industry is in demonstrated danger of leaving the Commonwealth; or
- The industry can concretely demonstrate planned future growth in the region; or
- The partnership can demonstrate significant current or planned economic or infrastructure investment in the sector or planned investment in the sector.

If an Application chooses this alternative method for determining a critical industry in their region, the Applicant must complete Question 1 on the Application Narrative Form. If the review committee determines that the Applicant has successfully demonstrated the critical status of the industry, their Application will be considered for full review for funding by the review committee. (See Part B. Section II, “Application Review Process”)

VI. Eligible Applicants

- a. **Applications for funding will be accepted only from partnerships seeking support for sector workforce development initiatives.**

Partnerships are urged to include a broad spectrum of stakeholders and a range of expertise. Among the partners there will be a “Lead Applicant” for the proposal. The partnership must include **at least two employers**. If workers at a participating employer are covered by a collective bargaining agreement, the labor union representing those workers must be a member of the partnership. In the interest of promoting a coherent and meaningful workforce development system in the Commonwealth, partnerships are strongly encouraged to partner with the Local Workforce Investments Board (s). Other potential partners might include:

- One-Stop Career Centers
- Community Based Organizations
- Community Colleges,
- Institutions of Higher Education,
- Adult Basic Education Providers
- Education and training providers,
- Local economic development agencies
- Professional/Trade Associations
- In the absence of union representation, the partnership should seek a method for insuring workers are integrally represented in the partnership.

There must be a governance structure in place, defining the roles and responsibilities of each partner. Signed Memoranda of Agreement are required for all members of the partnership. Partners may be added, with MOA, after the beginning of the grant period. (See Appendix D.)

b. Lead Applicant

The lead applicant must be capable of bringing together the partners to achieve the overall project goals, including, but not limited to, coordinating the design of the project, developing an appropriate budget, negotiating agreement of the project performance management measures, and coordinating the activities of the project. The lead applicant must possess the capability to identify public and private resources available for workforce development relevant to the work being proposed by the partnership, and must develop a plan to access those resources on behalf of the project. It will be the lead applicant's responsibility to collect and report all required data and participate in the overall evaluation of the WCTF project. Finally, the lead applicant must have demonstrated operational and fiscal capacity as documented by submission of the organization's most recent audited financial statement.

Each applicant may apply as the lead applicant for only one initiative. Entities may be members of more than one partnership, but can act as the lead applicant for only one.

c. Role of Employers

In constructing the WCTF, the Legislature sought to support the "development and implementation of employer and worker responsive programs to increase the quality and competitiveness of Massachusetts firms."

Employer engagement in sector partnerships can and should provide economic benefit to the companies involved in the initiative as well as to the participants. Sector initiatives are designed to employer specifications in response to employer-identified needs.

Employers are key members of the Sector Partnership and critical to the long-term success of the initiative. A decision-maker from each participating employer must be part of the partnership's governing structure. Employer needs should inform the content of training curriculum which is appropriately targeted to meet the skill level of the participants. Supervisors and managers should support and utilize effectively the worker training. Employers must ensure that employment and advancement opportunities, including promotion or job redesign, and wage increases are available to participants. Employers should also provide release

time for their employees to attend training, as well as adequate program management time to support the development of the partnership.

VII. Requirements for Partnership Initiatives

a. Career Pathways

As stated in the Legislation, the WCTF calls for “improving wages sufficient to support a family or place individuals on a career path leading to such employment and wages.”

Career pathways lay out an understandable map of skills, education and experience that a person needs at various junctures of their career path to achieve wage and skill progression in an industry. Partnership initiatives should include career coaching for participants to articulate career goals and the steps to achieve those goals. Partnerships must show how participants will make progress toward self-sufficiency over the life of the grant. (See Appendix E.)

b. Shared Learning

Partnership representatives must participate in quarterly sessions where technical assistance will be provided and project representatives will share learning with one another, problem-solve and discuss plans going forward. Project partnerships will make available to Commonwealth Corporation materials created with WCTF funds (including curricula, training and workshop materials, templates, etc.) for posting and distribution. In addition, each funded project will contribute one “promising practice” case study of approximately 4-6 pages.

Projects will assist in both formative and outcome evaluations of the WCTF. The purpose of formative evaluation is to analyze ongoing processes to determine their effectiveness and make suggestions for changes during the remaining period of the grant. The outcome evaluation will measure the attainment of each project’s objectives/performance measures and the WCTF as a whole. Adequate data is necessary to produce a meaningful evaluation. To this end, lead applicants should be prepared to collect data such as social security numbers, wages and demographic information for individual participants.

Projects should identify specific strategies to ensure that the collaborations, lessons learned and, to the extent possible, the activities from the project are sustained after the grant funding ends.

c. Staffing

It is expected that each funded initiative will have a full-time “project coordinator” and at a minimum a half-time staff person responsible for data collection and data entry.

d. Matching Funds

Projects will be required to leverage at least a **30% match** of the WCTF dollars from employers, public, philanthropic and other contributions. Both cash and in-kind contributions can be counted toward the required leverage amount. Applicants that include cash match will be scored more favorably. Sources for match may include cash or in-kind contributions from individual members of the partnership; employers; industry associations; public grants (including grants from other state agencies); and private grants.

e. Reporting

Projects will be required to submit Quarterly Narrative Project Reports using a template supplied by CommCorp, reporting the project’s overall numbers of participants served and detailing the project’s successes, barriers to success encountered, and next steps.

Projects will be required to submit Monthly Fiscal Status Reports using a template supplied by CommCorp, reporting the project’s expenditures and project match collected.

In order to determine outcomes and performance of the WCTF, projects will be required to collect and report individual participant data into an on-line data reporting system on the following topics:

- Individual Participant Demographics
- Participant Employment status
- Wage, Hours, and Benefit Information
- Pre and Post Testing/Assessment Information
- Training Course Information and Outcomes
- Overall Goals of Training Program and Outcomes

In addition, projects will be required to collect and report participating employer data into an on-line reporting system on the following topics:

- Employer Demographic Information
- Employer Business Goals and Impacts (See Appendix F.)

Projects must agree to:

- Grantees must ensure that meaningful access to their programs will be available for participants with limited English proficiency;
- Grantees must ensure that meaningful access to their programs will be available for participants with disabilities.

VIII. How Can Funds Be Used?

The WCTF is designed to allow for maximum flexibility in the uses of funding. WCTF funds can be used for direct services related to sector initiative education and training activities, and other costs associated with the development and implementation of the project. Administrative costs are limited to 7.5%.

IX. Program design

Projects may engage in a range of services and activities that address the employer's workforce needs, optimize opportunities for participant learning and career development, and help to sustain components of the program. WCTF grants may be used to support:

- Basic education, (e.g. ABE, GED, ESOL, math, computers/technology, problem solving, critical thinking); vocational education training;
- Integrated curriculum and occupational skills training informed by employer needs;
- Post-secondary education and credentialing program;
- Apprenticeship programs;
- Formal on-the-job training;
- Outreach and recruitment efforts;
- Specific activities aimed at recruiting and training the unemployed;
- Participant assessment and tutoring;
- Case management;
- Career coaching, including the development and tracking of individual participant career plans;
- Stipends for non-incumbent workers participating in internships where the employer is part of the screening process for choosing interns, and the outcome of an internship is the increased likelihood of employment with that employer;

- Support services needed to support the success of the program, such as transportation and child care; and
- Limited costs towards marketing, research etc. that will assist in sustaining program components beyond the grant end-date.
- Evaluation

Part B. Required Components of the Application and the Procurement Process

I. Grant Application Essentials

Notice of Intent

All Applicants must notify, in writing, the local workforce investment boards in their Workforce Competitiveness Trust Fund Region of their intent to submit either a planning grant or implementation grant application, by the April 2, 2007 deadline. A copy of the letter(s) must be included with your application submission.

II. Required Components of the Planning Grant Application Submission

The Application Package is due at Commonwealth Corporation by 12:00 Noon, April 2, 2007.

The submission must include one complete original Application Package and six (6) copies. The following documents make up the required parts of an Implementation Grant Application Package submission. **In order to make reviewing your application easier, each Application Package should contain all of the following forms and materials in the order in which they are numbered:**

1. Partnership Information Form

Attachment 2 is the Partnership Information Form. Applicants must complete this form and have it signed by an individual with signatory authority for the lead applicant. This form should be the Title page of your Application Package.

2. Application Narrative Form

Attachment 5 is the Application Narrative Form. Applicants **must** use this form to submit the narrative description of their project. Answer all the questions included on the Narrative Form. If a question does not apply to your organization or project, write "Not Applicable" in the section. Do not change the order or the numbering of the questions/sections. You may adjust the spacing in each section of the Application Narrative Form to accommodate your answers.

The Application Narrative Form (the narrative description of your project) should not exceed fifteen (15) pages in a font 11 points or higher.

3. Budget and Budget Narrative Form

Attachment 6a & b are the Budget and Budget Narrative Form. Applicants must submit a budget request and expected match contributions for the planning grant using the provided form accompanied by a **narrative of the total budget**. The budget will be used to evaluate the Application in terms of its reasonableness, cost/benefit ratio, and its likelihood to succeed. The budget also becomes the financial basis for the grant award, paying the costs incurred and tracking match contributions over the course of the project. Budgets must be specific and complete as possible. CommCorp reserves the right to modify Application budgets, prior to, and/or after grant award.

4. Standard Disclosure Form

Attachment 9 is the Standard Disclosure Form. Please have lead applicant complete and include this form in your Application Submission Package. This form is used to collect and record business information about your organization and is required by Commonwealth Corporation to insure your organization is in compliance with the relevant Massachusetts laws and regulations so it can issue a contract if you are awarded funds.

5. Contract Terms & Conditions Sign-Off Form

Attachment 10 is the Contract Terms and Conditions Sign-Off Form. Please read, **sign**, and include this form in your Application Submission Package. This form records that the Lead Applicant has read, understood, and agrees to abide by Commonwealth Corporation's standard Contract Terms and Conditions if awarded funds. (See Appendix G.)

6. Letter from Local Collective Bargaining Unit (if applicable)

Employers with local collective bargaining units must include the bargaining unit as a mandatory partner in your proposed project and also include a letter of support from that unit with the Application Package.

7. Audited Financial Statement

The lead applicant must submit a copy of its most recent audited financial statement with the Application Package. If there is a separate fiscal agent (the lead applicant is not acting as fiscal agent), then the fiscal agent must submit a copy of its most recent audited financial statement with the Application Package.

8. Letters of Commitment from Partners

Copies of partner letters of commitment

9. Copies of Letters of Intent, filed with Local Workforce Investment Boards.

In addition to the hard copies sent by mail, an electronic copy must be sent to cwi@commcorp.org and received by Commonwealth Corporation not later than 12:00 noon on April 2, 2007. “WCTF Application” must appear on the email subject line.

III. Required Components of the Implementation Grant Application Submission

The Application Package is due at Commonwealth Corporation by 12:00 Noon, April 2, 2007. The submission must include one complete original Application Package and six (6) copies. The following documents make up the required parts of an Implementation Grant Application Package submission. **In order to make reviewing your application easier, each Application Package should contain all of the following forms and materials in the order in which they are numbered:**

1. Partnership Information Form

Attachment 2 is the Partnership Information Form. Applicants must complete this form and have it signed by an individual with signatory authority for the lead applicant. This form should be the title page of your Application Package.

2. Program Summary Form

Attachment 3 is the Program Summary Form, which gives “at a glance” information about your proposed program.

3. Application Narrative Form

Attachment 4 is the Application Narrative Form. Applicants must use this form to submit the narrative description of their project. Answer all the questions included on the Narrative Form. If a question does not apply to your organization or project, write “Not Applicable” in the section. Do not change the order or the numbering of the questions/sections. You may adjust the spacing in each section of the Application Narrative Form to accommodate your answers.

The Application Narrative Form (the narrative description of your project) should not exceed fifteen (15) pages in a font 11 points or higher.

4. Budget and Budget Narrative Form

Attachments 6a and 6b are the Budget and Budget Narrative Form. Applicants must submit a budget request and expected match contributions broken down by project year using the provided form accompanied by a narrative of the total budget. The budget will be used to evaluate the Application in terms of its reasonableness, cost/benefit ratio, and its likelihood to succeed. The budget also becomes the financial basis for the grant award, paying the costs incurred and tracking match contributions over the course of the project. Budgets must be specific and complete as possible. CommCorp reserves the right to modify Application budgets, prior to, and/or after grant award.

5. Implementation Time Line Form

Attachment 7 is the Implementation Time Line Form. In addition to the Application Narrative and Budget, please complete and attach the Implementation Time Line Form listing all proposed project activities, projected number of participants for each activity, activity start and end dates, total number of hours for each activity, and training providers (if known).

6. Program Spending Plan Form

Attachment 8 is the Program Spending Plan Form, which is a timeline of projected spending and reported match contributions quarter by quarter from program inception to ending. The timeline should be based upon information in Program Narrative, Budget, and Implementation Timeline.

7. Standard Disclosure Form

Attachment 9 is the Standard Disclosure Form. Please have lead applicant complete and include this form in your Application Submission Package. This form is used to collect and record business information about your organization and is required by Commonwealth Corporation to insure your organization is in compliance with the relevant Massachusetts laws and regulations so it can issue a contract if you are awarded funds.

8. Contract Terms and Conditions Sign-Off Form

Attachment 10 is the Contract Terms and Conditions Sign-Off Form. Please read, sign, and include this form in your Application Submission Package. This form records that the lead applicant has read, understood, and agrees to abide by Commonwealth Corporation's standard Contract Terms and Conditions if awarded funds. (See Appendix G.)

9. Letter from Local Collective Bargaining Unit (if applicable)

Employers with local collective bargaining units must include the bargaining unit as a mandatory partner in your proposed project and also include a letter of support from that unit with the Application Package.

10. Memorandum of Agreement

All partners in the project must complete and sign a Memorandum of Agreement detailing the roles and responsibilities of each partner, a copy of which must be included with the Application Package.

11. Audited Financial Statement

The lead applicant must submit a copy of its most recent audited financial statement with the Application Package. If there is a separate fiscal agent (the lead applicant is not acting as fiscal agent), then the fiscal agent must submit a copy of its most recent audited financial statement with the Application Package.

12. Copies of Letters of Intent, filed with Local Workforce Investment Boards.

In addition to the hardcopies sent by mail, an electronic copy must be sent to cwi@commcorp.org and received by Commonwealth Corporation not later than 12:00 noon on April 2, 2007. "WCTF Application" must appear on the email subject line.

IV. Application Review and Selection

Applications for planning grants and implementation grants will be evaluated by a review committee that will, at a minimum, consist of representatives from Commonwealth Corporation, Massachusetts Department of Workforce Development and some members of the WCTF Advisory Committee.

The Application review process for both grant types is the same and will consist of the following steps:

Step 1

Applications will be screened for completeness, conformity to the application guidelines and timeliness of response. Applications that are incomplete, non-conforming, or late will not be considered for full review.

Step 2

Complete, conforming and timely Applications will be reviewed for eligibility of the critical industry prior to full review.

Applications from partnerships that include employers from an industry sector that appears on the pre-approved “List of Critical Industries by Regions” will automatically be considered eligible for full review.

For Applications from partnerships that include employers from an industry sector that does not appear on the pre-approved “List of Critical Industries by Regions”, the committee will review Question 1 on the Application Narrative Form to determine if the Applicant has successfully demonstrated the “criticality” of the industry and be eligible for full review.

Step 3

The review committee will examine all eligible submissions and will score each submission based on the responses on the Application Narrative Form, Budget & Budget Narrative, and for implementation grant applications the Implementation Timeline, and Program Spending Plan. In reviewing the Application, the reviewer will consider demonstrated ability in key areas including partnership structure, needs assessment, program design considerations, and program outcomes, budget considerations and cost effectiveness. A cost/price analysis will be done for every eligible Application.

The maximum points per section for Planning Grants are:

1. Partnership (5 Points)
2. Budget, Match and Budget Narratives (10 Points)
3. Detailed Workplan for Planning Grant (85 Points)

The maximum points per section for Implementation Grants are:

1. Analysis of Unmet Needs (10 Points)
2. Partnership (15 Points)
3. Target Population (10 Points)
 - Knowledge of population (5 points)
 - Experience with population (5 points)
4. Program Design (35 Points)
 - Education, training, services (10 points)
 - Career pathways (15 points)
 - Outcomes (10 points)

5. Program Impacts (15 points)
 - Performance measures (5 points)
 - Business impacts (5 points)
 - Sustainability (5 points)
6. Match Co-Investment and Budget (15 Points)

Review results will be documented. Site visits and interviews may be conducted with final candidates.

Step 4

Final candidates will be expected to submit a “best and final offer” based upon comments and questions from the reviewer, which will become the basis for the grant statement of work.

V. Miscellaneous

Questions regarding the WCTF Application for Funding should be addressed to:

Eileen Haggerty
Director of Sector Strategies
Commonwealth Corporation
The Schrafft Center, 529 Main St., Suite 110
Boston, MA 02129
(617)727-8158, ext. 2265
ehaggerty@commcorp.org

Appeals

Appeals of the funding decision may be filed with:

President
Commonwealth Corporation
The Schrafft Center
529 Main Street, Suite 110
Boston, MA 02129

Appeals must be filed within fourteen days of the date of Commonwealth Corporation's notice to unsuccessful bidders. Commonwealth Corporation's president has final authority on any disputed claim.

Rejection of Submissions

Commonwealth Corporation reserves the right to reject any and all applications, or to accept any and all applications, in whole or in part, if deemed to be in the interest of Commonwealth Corporation or the Commonwealth of Massachusetts to do so. This Application for Funding does not commit Commonwealth Corporation to award any contracts. Upon submission, all applications become the property of Commonwealth Corporation.

Subcontracting, Staff Substitutions

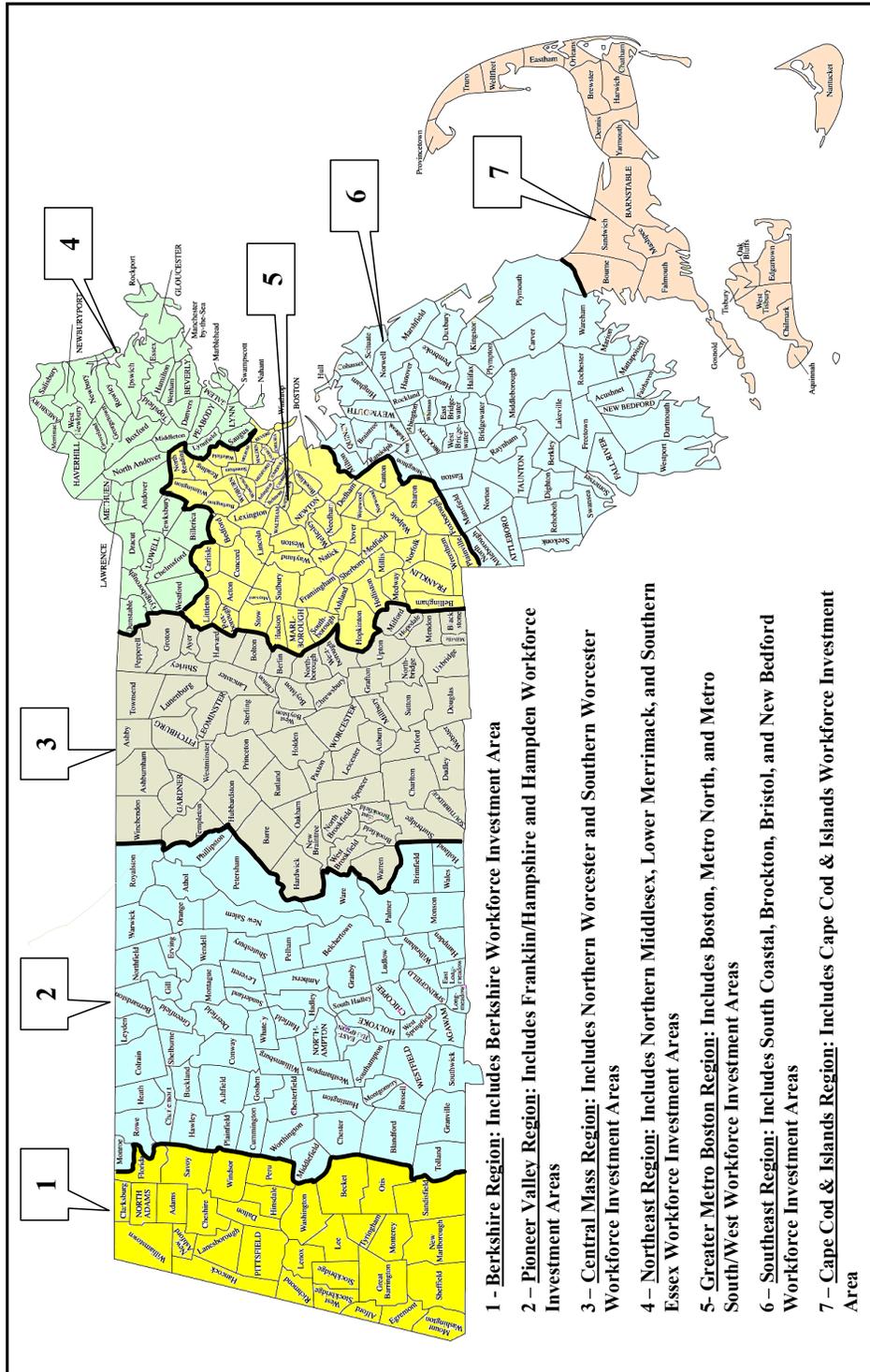
No part of the work resulting from an agreement with Commonwealth Corporation covered by the terms of this Application may be subcontracted unless such subcontract is approved in writing in advance by Commonwealth Corporation or specifically detailed in the Application.

All contract terms and conditions required by Commonwealth Corporation from the contractor will be required of a subcontractor. The contractor will be required to assume the sole responsibility for the complete effort under this Application. All subcontracts are subject to review and approval in writing by Commonwealth Corporation in advance. Commonwealth Corporation will consider the contractor to be the sole contact with regard to all contractual matters.

Substitutions of staff identified by the submission will not be permitted without the prior written consent of Commonwealth Corporation.

Appendix A

The Seven Workforce Competitiveness Trust Fund Regions



Appendix B Chart of Allocations

Berkshire Region	\$500,000
Greater Metro Boston Region	\$2,749,788
Cape Cod and Islands Region	\$500,000
Central Mass Region	\$754,101
Northeast Region	\$978,274
Pioneer Valley Region	\$840,977
Southeast Region	\$1,176,860

The WCTF Advisory Committee determined the allocations by examining each Region's share of labor force (employed and unemployed workers), vacancy rate and percentage of disadvantaged workers.

Appendix C

List of Regional Critical Industries

Berkshire Region

(Includes: Berkshire WIA)

Construction
Other Services
Hotels & Food Services
Healthcare
Arts
Mining
Real Estate
Public Administration
Agriculture, Forestry and Fishing

Cape Cod and Islands Region

(Includes: Cape Cod and Islands WIA)

Construction
Hotels & Food Services
Arts
Other Services
Retail
Mining
Healthcare
Real Estate
Education
Public Administration

Central Massachusetts Region

(Includes: North Central Mass WIA and Central Mass WIA)

Retail
Healthcare
Administrative Services
Education
Mining
Construction
Other Services
Public Administration
Manufacturing
Transportation and Warehousing

Greater Metro Boston Region

(Includes: Metro North WIA, Metro South/West WIA, and Boston WIA)

Professional, Scientific, and Technical Services
Healthcare
Finance
Information
Management of Companies and Enterprises
Retail
Education
Real Estate
Administrative Services
Hotels & Food Services

Northeast Region

(Includes: Greater Lowell WIA, Merrimack Valley WIA, and North Shore WIA)

Construction
Education
Healthcare
Professional, Scientific, and Technical Services
Other Services
Finance
Real Estate
Arts
Hotels & Food Services
Management of Companies and Enterprises

Southeast Region

(Includes: Brockton WIA, Bristol WIA, South Coastal WIA and Greater New Bedford WIA)

Other Services
Retail
Arts
Healthcare
Hotels & Food Services
Wholesale Trade
Finance
Real Estate
Manufacturing
Management of Companies and Enterprises

Pioneer Valley Region

(Includes: Franklin Hampshire WIA and Hampden WIA)

Education
Healthcare
Other Services
Arts
Retail
Construction
Real Estate
Hotels & Food Services
Manufacturing
Agriculture, Forestry and Fishing

Appendix D

Model Memorandum of Agreement

(NAME of Partnership)

I. Purpose of This Memorandum

This Memorandum of Agreement (MOA) outlines the agreement between the partners listed below to develop and implement a project funded by the Workforce Competitiveness Trust Fund. The overall purpose of the program is to help Partnerships address the workforce development needs of their businesses.

II. Term

This MOA shall be in effect from _____ and shall end on _____. This MOA may be terminated prior to the effective end date upon the full written approval of all the partners.

III. Partners

(List the names of the facilities participating in your Partnership, don't forget to include the unions, if necessary to the success of your project)

IV. Roles and Expectations of Partners

(Outline the specific roles and expectations of each partner. Pay particular attention to the lead partner's responsibilities)

V. General Terms and Conditions

(Outline the general terms and conditions all partners must comply with as a partner in the project, e.g., "Each partner will have a representative attend and participate in Advisory Board meetings" or "The terms and conditions of this MOA may be revised or modified at any time during the effective period of the MOA, upon written consent of all of the partners")

VI. Signatures

Have each partner's representative sign and date the MOA. Make sure the signatories have contractual authority for their facility.

(name) _____ (date) _____

Appendix E Self-Sufficiency Chart

This chart is intended to provide *examples* of family sustaining wages. Participants should be on a path *toward* such wages through the WCTF.

Massachusetts Self-Sufficiency Standard for Four Family Types by City, 2003

City	1 Adult	1 Adult 1 Preschooler	1 Adult 1 Preschooler 1 School-age	2 Adults 1 Preschooler 1 School-age
	Annual	Annual	Annual	Annual
Boston – 2003	\$21,362	\$44,046	\$51,284	\$54,612
Lowell – 2003	\$20,144	\$39,990	\$47,017	\$53,206
Worcester - 2003	\$16,703	\$33,993	\$40,598	\$46,714
Springfield - 2003	\$15,304	\$31,471	\$36,603	\$42,844
North Adams - 2003	\$14,583	\$29,744	\$34,857	\$40,909

Source: Crittenton Women's Union

Appendix F

Examples of Business Impact Measures

- Include Customer Satisfaction/Quality
 - Reduction in error or scrap rate
- Productivity/Efficiency
 - Reduction in set-up time (time in seconds)
- Cost of Doing Business/Cost Savings
 - Recruitment Costs
- Revenue Gain/Market Expansion
 - New Products or Services Developed

Appendix G

Commonwealth Corporation Contract Terms and Conditions

1. President's Representatives

The President of COMMCORP shall have the legal authority to commit COMMCORP to the expenditure of funds in connection with this Contract or accomplish any Contract changes. COMMCORP President may designate employees to act as his/her authorized representatives for certain specific purposes.

2. Affirmative Action and Non-discrimination in Employment

The Contractor shall comply with all federal and state laws, rules and regulations promoting fair employment practices or prohibiting employment discrimination and unfair labor practices. The Contractor shall not discriminate in the delivery of services against any person who otherwise meets the eligibility criteria for services, or in the hiring of any applicant for employment nor shall any qualified employee be demoted, discharged or otherwise subject to discrimination in the tenure, position, promotional opportunities, wages, benefits or terms and conditions of their employment because of race, color, national origin, ancestry, age, sex, religion, disability, status as a Vietnam Era Veteran, sexual orientation or for exercising any rights or benefits afforded by law. The Contractor commits to purchasing supplies and services from certified minority or women-owned businesses, small businesses or businesses owned by socially or economically disadvantaged persons or persons with disabilities and agrees to comply with any affirmative action programs required by Executive Order 227, or any successor provisions. The Contractor further agrees that any violation of the Section shall give the Funding Agency the right to seek judicial enforcement of the assurance.

3. Compliance

The Contractor will comply with all applicable Federal, State, County, local, and COMMCORP policies, statutes, laws, and regulations. No provision of this Agreement or omission from this Agreement is intended to relieve the Contractor from the responsibility and liability for complying with applicable laws, regulations, and policies.

4. Use of Funds

Funds shall be used for those costs that are applicable to this Agreement, consistent with the approved budget. Funds shall not be used for the Contractor's general administration except those expenses applicable to the administration of this Contract. No program funds shall be obligated for payment of costs incurred for the program prior to the effective date of this Agreement or costs requiring specific COMMCORP approval until the Contractor is advised by COMMCORP in writing that there is no objection to so proceeding. The Contractor agrees to refund to COMMCORP any payment or portions of payment that COMMCORP determines were not properly due to the Contractor under the terms and conditions of this Agreement. Disallowed costs will be repaid to COMMCORP from funds other than those granted to the Contractor by COMMCORP.

Revenues earned by a governmental or private non-profit contractor that are in excess of the actual costs incurred in providing services shall be treated as program income. As such, the Contractor may retain any program income earned by the Contractor only if such income is added to the funds committed to the contract under which it was earned, that such income is used for contract purposes and under the terms and conditions applicable to the use of the grant funds, and such income is reported to COMMCORP. Program income not used in accordance with the requirements of this section shall be returned to COMMCORP. COMMCORP shall not be obligated to reimburse the Contractor for costs incurred in excess of the approved costs, and the Contractor shall not be obligated to incur expenses in excess of the approved costs.

5. Funding and Fiscal Year Appropriation

Appropriations for expenditures by COMMCORP and authorizations to spend for particular purposes are made on a fiscal year basis. The fiscal year of COMMCORP is the twelve-month period ending June 30 of each year. The obligation of COMMCORP under this Contract or for any subsequent fiscal year following the fiscal year in which this Contract is executed is subject to the appropriation to COMMCORP of funds sufficient to discharge COMMCORP's obligation which accrues in that fiscal year or in a subsequent fiscal year, and to the authorization to spend such funds for the purposes of this Contract. In the absence of such appropriation or authorization, this Contract shall be terminated immediately without liability for damages, penalties or other charges arising from early termination.

6. Financial Reporting

See ATTACHMENT A, "Special Terms and Conditions".

7. 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.

8. Maintenance of Effort and Sanctions

COMMCORP shall reserve the right to place sanctions on the Contractor for deficiencies concerning program performance or for noncompliance with state statutes, laws, regulations, or policies, or the stated policies of COMMCORP. Wherever feasible, COMMCORP shall give the Contractor an opportunity to prepare and carry out a corrective action plan. However, COMMCORP's failure to provide the Contractor with an opportunity for corrective action shall not prevent COMMCORP from imposing sanctions. Such sanctions may include, but are not limited to: termination or reduction of contract funding; withholding of payment; debarment of particular contractor(s) or subcontractor(s); repayment from COMMCORP funds for violations of laws and regulations.

9. TERMINATIONS

- a. **Procedures.** A Contract shall terminate on the date specified in a Contract, unless this date is properly amended in accordance with all applicable laws and regulations prior to this date, or unless terminated or suspended under this Section upon any of the events or conditions set forth below. During the notice period for termination, the parties may agree to adjust the termination conditions, including the effective date contained within the notice of termination. Grounds and procedures for termination are:
- b. **Immediate Termination:** Absence of Funding or Emergency. A Contract shall terminate immediately upon receipt of written notice of termination under the following conditions: the absence of appropriation, allotment, availability or authorization to Commonwealth Cor-

poration to discharge its obligations under the Contract in the fiscal year; a party's default, breach or any intervening casualty which poses an immediate threat to the life, health or safety of individuals or property; the indictment of the Contractor or one of its principals or officers for an offense or offenses related to the provision of services; fraudulent activities on the part of the Contractor in its dealings with the Commonwealth; or the filing for bankruptcy by a Contractor.

- c. Early Termination: Breach or Default, Reduction of Funding or Change in Law.** A Contract may be terminated by providing notice of termination effective not less than forty-five (45) calendar days after date of notice under the following conditions: either party may terminate if the other party fails to fulfill its obligations under a Contract, including partial or complete non-performance of any provision; there is a reduction of funds appropriated for Contracts; or if any statute or regulation which governs performance is changed, differently interpreted by a court or other competent authority, newly enacted, adopted or promulgated so as to increase the burdens on either party in complying with the terms of the Contract significantly beyond those existing at the time of execution. For termination for breach or default, the party must specify the alleged default or breach in writing, allowing a reasonable time, but not less than thirty (30) calendar days, for correction. For termination due to reduction in funding, the Department may alternatively provide a conditional notice of termination with a proposed amendment to a Contract.
- d. Termination without Cause.** Either party may terminate the Contract without cause upon provision of written notice to the other at least sixty (60) calendar days before its effective date. Whether or not cause to terminate exists under any other provision, a party may elect to terminate without cause.
- e. "Force Majeure".** Neither party shall be liable to the other nor be deemed to be in breach of this Contract for failure or delay in rendering performance arising out of causes factually beyond its control and without its fault or negligence. Such causes may include, but are not limited to: Acts of God or the public enemy, wars, fires, floods, epidemics, quarantine restrictions, strikes, unforeseen freight embargoes or unusually severe weather. Dates or times of performance shall be extended to the extent of delays excused by this section, provided that the party whose performance is affected notifies the other promptly of the existence and nature of this delay. It is agreed that since the performance dates of this Contract are of the essence and important to the implementation of essential COMMCORP work, continued failure to perform for periods aggregating forty five (45) or more calendar days during the

contract performance period, even for causes beyond the control of the Contractor, shall afford COMMCORP the right to terminate this Contract without termination costs or penalties.

10. Obligation in Event of Termination

In the event of any termination, the Contractor shall not be relieved of liability to COMMCORP for injury or damages sustained by COMMCORP by virtue of any breach of this Contract by the Contractor. COMMCORP shall promptly pay Contractor for all services performed to the effective date of termination provided Contractor is not in default of the terms of this Contract and submits to COMMCORP a properly completed fiscal report, with supporting documentation covering such services, no later than thirty (30) days after the effective date of termination. In the event of termination pursuant to Sections 9 (b) and 9(c), COMMCORP will withhold any payments to the Contractor for the purpose of offset until such time as the exact amount of damages due to COMMCORP from the Contractor is determined. Upon termination, all documents, finished or unfinished, data, studies and reports prepared by Contractor pursuant to this Contract shall become the property of COMMCORP.

11. Audits

The Contractor agrees to adhere to the audit requirements of the Single Audit Act as amended (Public Law 98-502), the regulations promulgated thereunder by the Office of Management and Budget, the provisions contained in OMB Circulars A-128 or A-133, the applicable state annual financial reporting requirements (808 CMR 1.00) and the procedures and policy directives of COMMCORP. Where applicable, the Contractor shall submit to COMMCORP their audit no later than 30 days after the audit of a program funded under this Contract is complete.

12. Indemnification

Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the Commonwealth and COMMCORP, including its agents, officers and employees against any and all liability and damages the Commonwealth and COMMCORP may sustain or incur in connection with the performance of this Contract by reason of acts, inactions, 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 COMMCORP of any claim within a reasonable time after the Commonwealth and COMMCORP becomes aware of it, and the Contractor is

afforded an opportunity to participate in the defense of such claim and any negotiated settlement agreement or final judgment.

13. Advertising

All materials related to this program including, but not limited to, press releases, newspaper articles, pamphlets and fliers, must refer to COMMCORP as a funding source. Such materials shall clearly state the percentage of the total costs of the program or project which will be financed with state money; the dollar amount of the state funds for the project or program; and the percentage and dollar amount of the total cost of the project or program that will be financed by non governmental sources. Copies of materials intended for public consumption are to be sent to COMMCORP.

14. 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 this agreement will take place in an environment where appropriate standards for health, safety and comfort are maintained. 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.

15. Non-assignability

This agreement is between COMMCORP and the 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.

All monetary recompense for Contracted services shall be paid by COMMCORP as outlined in the Budget and invoicing instructions. The Contractor will not charge participants for books, tools, supplies, fees, or any other cost associated with this program. All costs are included in the Contract total. The Contract total represents the maximum total costs that maybe incurred under this agreement.

16. Accounting Recordkeeping

The Contractor shall maintain its own accounting system which, at a minimum, must include Books of Original Entry, a Ledger or other mechanism for summarizing the result of transactions, and all

supporting documentation in accordance with Generally Accepted Accounting Principles (GAAP). The Contractor shall adequately safeguard funds to ensure that they are used for the purposes authorized. Necessary accounting records must be maintained to document the proper use of these funds for the intended purposes and to identify individual contract cash balances.

17. Records, Records Retention

The Contractor will keep full and detailed accounts and records as may be necessary for the proper financial management under this Contract. The Contractor shall comply with any programmatic and fiscal record keeping and reporting requirements identified in COMMCORP policies, and in ATTACHMENT A of this Contract, including format, contents, details and submission requirements. The Contractor shall retain records for seven years after the Contractor submits to COMMCORP a report for the Contract. The records retention period starts over in the event reports are revised for any reason such as, but not limited to:

- a. Revisions resulting from closeout. In the event a final expenditure report is revised; the record retention clock is reset to zero on the date of the submittal of the revised final expenditure report.
- b. Revisions resulting from monitoring and/or audit/audit resolution. In the event financial reports must be revised, as the result of disallowances, the records retention clock is reset to zero on the date that the revised financial report is submitted; regardless of the date of the final disallowance determination.

However, if prior to the expiration of the seven year retention period, any litigation or audit is begun or if a claim is instituted involving the grant or agreement covered by the records of the Contractor, the Contractor shall retain the records beyond the six year period until the litigation, audit findings or claim has been finally resolved and COMMCORP has approved the disposition of the records in writing.

18. Examination Of Records

The Contractor agrees that the Governor, the Director of the Department Labor & Workforce Development, the President of COMMCORP, the State Auditor, or any of their duly authorized representatives shall, until the expiration of the retention period under this Contract, have access to and the right to examine and copy at reasonable times and upon reasonable notice any directly pertinent

books, documents, papers, and records of the Contractor involving transactions related to the Contract, the right to interview employees of the Contractor with respect to transactions related to this Contract and the right to enter onto the premises of the Contractor at all reasonable times in order to have access to such books, documents, papers, records and employees. The Contractor further agrees to include in all his subcontracts hereunder a provision to the effect that the subcontractor agrees that COMMCORP, its funding sources and any of their duly authorized representatives shall, until the expiration of the retention period under the subcontract, have access to and the right to examine any directly pertinent books, documents, papers, and records of such subcontractor, involving transactions related to the subcontract.

Without limiting COMMCORP's other legal remedies, in the event that the Contractor fails to comply with this provision, the parties agree that COMMCORP may obtain specific performance of the clause through the courts.

19. Monitoring Access

At any time during the term of this Agreement, Contractor shall permit the Governor, the Director of the Department of Labor & Workforce Development, the State Auditor, the President of COMMCORP, or their designated representatives 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.

20. Subcontracts

Pursuant to this Contract, the Contractor shall not subcontract any of the services to be provided or delegate in whole or in part to any organization, association, individual, corporation, partnership or other such entity without written consent of COMMCORP prior to placing any subcontract. This clause shall not apply to Contractor's staff or contracts entered into by Contractor with training institutions. The Contractor shall give COMMCORP immediate notice of any claim made against the Contractor by any subcontractor or vendor which, in the opinion of the Contractor, may result in litigation, related in any way to this Contract, with respect to which the Contractor may be

entitled to reimbursement from COMMCORP. The consent, approval, or ratification of a subcontract or any terms thereof shall not put COMMCORP in contractual agreement privately with the subcontractor; shall not, unless otherwise stated, constitute an endorsement or approval of any provision of the subcontract; and shall not relieve the Contractor of its responsibility for the performance and provision of services under this contract.

21. Utilization of Minority or Women-owned Business Enterprises

It is the policy of the government that minority or women owned business enterprises shall have the maximum practicable opportunity to participate in the performance of government contracts. The Contractor agrees to use its best efforts to carry out the policy in the award of subcontracts to the fullest extent consistent with the efficient performance of this Contract.

22. Modifications

Both parties shall approve all Contract modifications in writing. Contract and modifications shall be accomplished on an authorized Contract Modification Sheet. In situations where cost increases are the direct result of legislation or collective bargaining agreements, this Contract may be modified to reflect those changes.

23. Disputes

- a. Except as otherwise provided in this Contract, any dispute concerning a question of fact arising under this Contract which is not disposed of by agreement shall be decided by the President of COMMCORP, or the duly authorized representative, who shall present a decision in writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the President of COMMCORP, or the duly authorized representative shall be final and conclusive unless, within 30 days from the date of receipt of such copy, the Contractor mails or otherwise furnishes to the President of COMMCORP, or the duly authorized representative, a written appeal addressed to the funding agency. The decision of the funding agency or its duly authorized representatives for the determination of such appeals shall be final and conclusive unless determined by the court of competent jurisdiction to have been fraudulent or capricious or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. In connection with any appeal proceeding under this clause, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder the Contractor shall pro-

ceed efficiently with the performance of this Contract and in accordance with the President of COMMCORP, or the duly authorized representative's decision.

- b. This "Dispute" clause does not preclude consideration of law questions in connection with decisions provided for in paragraph (a) above, provided, that nothing in this Contract shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

24. Grievance Procedure Policy and Equal Employment Opportunity Program

The Contractor must inform participants of the grievance procedure they are to follow. The Contractor procedure 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 or his/her designee, if necessary.

- 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's 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.
- 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 COMMCORP, including procedures to be established for monitoring EEO/AA activities.
- c. This grievance procedure shall be used in all protests, disputes and claims clauses in reference to this Agreement.

25. Intellectual Property Rights, Ownership Of Materials

All reports, data, and material prepared by the Contractor under its agreement or furnished to the Contractor by COMMCORP, its representatives, or otherwise obtained or prepared under the terms of this agreement, shall remain the property of COMMCORP. Upon the termination of this Contract, the originals of all finished and unfinished, documents, data, studies, reports, manuals, materials or other “deliverable”, identified in the Attachment A of this Contract, prepared or delivered by the Contractor specifically pursuant to this Contract, or paid for with Contract funds, shall become the property of COMMCORP, and the Commonwealth shall have title and own the copyright in such “deliverable”. “Deliverable” shall also include equipment or furnishings provided by COMMCORP or purchased with Contract funds. The Contractor shall have a royalty-free non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use these “deliverables” whether published or unpublished, unless such use is restricted in Attachment A of this Contract. The Contractor shall not make any application for patent or copyright of any “deliverable” without the prior written consent of COMMCORP. Unless other procedures are specified by the parties in Attachment A of this Contract, the Contractor shall not make any press statement or issue any material for publication, derived from the “deliverable” under this Contract without the prior written approval of COMMCORP. The originals of finished and unfinished, documents, data, studies, reports, manuals, materials or programs provided by the Contractor which are not copyrightable by COMMCORP or which are already owned or copyrighted by the Contractor shall be specifically identified a “non-deliverable” in Attachment A. COMMCORP shall have a royalty-free non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use any “non-deliverable” identified in Attachment A of this Contract, unless specific restrictions on such use are specified in Attachment A.

26. Disclosure of Confidential Information

- a. The Contractor shall maintain the confidentiality of any information regarding trainees, project participants 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 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 further shall comply with the provisions of the Fair Information Practices Act. Ch. 776 of the Acts of 1975, and with COMMCORP policy.

- b. The Contractor agrees to take reasonable steps to insure 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 relating to confidentiality. COMMCORP 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.

27. Property

No contract funds may be expended for the acquisition of real property without the prior written consent of COMMCORP. Real property means land and structures thereto, excluding movable machinery and equipment. The Contractor shall keep an adequate inventory of any and all equipment, supplies and materials purchased with funds pursuant to the approved budget. The Contractor shall follow COMMCORP policy regarding the disposition of property at the end of the contract period, unless the Contractor receives different instructions in writing from the Commonwealth Corporation.

28. Rental and Leasing of Premises

All rental and leasing of premises must be an approved part of the budget. The final transaction must be approved by COMMCORP and the costs must be reasonable and necessary.

29. 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 published in 29 BL Part 1500, Subpart E). Any eligible trainees under 16 years of age will be employed only in accordance with limitations imposed by 29 CFT Part 1500 Subpart C.

30. Unionization And Anti-unionization

No Contract funds shall in any way be used to either promote or oppose unionization. No participants may be placed into or remain working in any position which is affected by labor disputes involving a work stoppage. Nothing in this section shall prevent an employer from checking off union dues or service fees pursuant to applicable collective bargaining agreements or state law.

31. Drug Free Workplace

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

32. Epa Assurance

For grants, subgrants, contracts and subcontracts in excess of \$100,000, or where the grant officer has determined that orders under an indefinite quantity contract or subcontract in any year will exceed \$100,000, or if a facility to be used has been subject of conviction under the Clean Air Act (42 U.S.C. 1857C08 (c)-9(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(C)) and is listed by the Environmental Protection Agency (EPA) or is not otherwise exempt, the grantee assures that:

No facility to be utilized in the performance of the proposed grant has been listed on the EPA list of Violating Facilities.

It will notify COMMCORP, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, including that a facility to be utilized for the grant is under consideration to be listed on the EPA list of Violating Facilities.

It will include substantially this assurance, including this third part, in every non-exempt subgrant, contract or subcontract, where applicable.

33. Provision Of Child Care

The Contractor certifies that, at the time of execution, it is in compliance with the provisions of the Massachusetts Acts of 1990, c.521 sec. 7 as amended by the Massachusetts Acts of 1991, c.329 and 102 CMR 12.00, and that the Contractor is either a "qualified employer" (it has fifty (50) or more full time employees and has established a dependent care program, child care tuition assistance pro-

gram, or on-site or nearby child care placements) or the Contractor is an “exempt employer”

37. Forum and Choice of Law

Any actions arising out of this Contract shall be governed by the laws of the Commonwealth of Massachusetts, and shall be brought and maintained in a state or federal court within the Commonwealth which shall have exclusive jurisdiction thereof.

38. Waivers

Forebearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any way limit the legal or equitable remedies available to that party. No waiver by either party of any default or breach shall constitute a waiver of any subsequent default or breach.

39. Severability, Headings and Interpretation, Integration

If any Article or provision of this Agreement is declared or found to be illegal, unenforceable, or void, then both COMMCORP and the Contractor shall be relieved of all obligations under that provision. The remainder of the Agreement shall be enforced to the fullest extent permitted by law. The headings used herein are for reference and convenience only and shall not be a factor in the interpretation of this Contract. This Agreement shall supersede all other oral negotiations and written agreements relating to the performance of this Contract, including contracts provided by the Contractor.

Attachment 1

Application Submission Contents Checklist

Planning Grant Implementation Grant

(Check the appropriate box for your submission)

- _____ **Partnership Information Form** with signature and date
- _____ **Program Summary Form**
(implementation grant applications only)
- _____ **Submission Contents Check List**
- _____ **Application Narrative Form** – applicant’s response may not exceed 15 pages, double or 1.5 spacing between lines, font no smaller than 11-point
- _____ **Budget and Budget Narrative Forms**
- _____ **Implementation Timeline Form**
(implementation grant applications only)
- _____ **Program Spending Plan Form**
- _____ **Standard Disclosure Form**
- _____ **Contract Terms and Conditions Sign-Off Form**
- _____ **Letter From Local Collective Bargaining Unit**
(if applicable)
- _____ **Memorandum of Agreement**
(Implementation grant applications only)
- _____ **Copy of Notice of Intent Letter to Local WIB**
- _____ **Copy of Most Recent Audited Financial Statement From Lead Applicant**

Attachment 2

Partnership Information Form for WCTF Projects

Name of Lead Applicant Organization/Entity:

Name of Program:

Workforce Competitiveness Trust Fund Region:

Type of Project: (please check all applicable boxes)

- Planning Grant Implementation Grant
 Healthcare Project Travel & Tourism Project Other Industry Sector
 Older Workers (statewide funding)

Amount of Funds Requested: \$_____

Contact Person: _____ Title: _____

Authorized Signatory Person: _____ Title: _____

Street/City/State/Zip:

Phone/Fax:

Email Address:

Program Partnership Organizations: (please list all partners, add rows as needed)

<u>Name of Organization</u> (Legal Name of Partner)	<u>Role of Partner</u> (e.g., employer, union, service provider)	<u>Contact Information</u> (name, address, tel#, email)

Fiscal Agent for Project:

Contact Person at Fiscal Agent:

Title:

Street/City/State/Zip:

Phone/Fax:

Email Address of Fiscal Agent:

Certification: I hereby certify that the information provided in this application is accurate and that I am duly authorized/empowered to sign contracts on behalf of this organization.

SIGNATURE

DATE

TYPE OR PRINT NAME

Attachment 3 Program Summary Form

Name of Project:					
Total Grant Amount Requested:					
Total Match Amount:					
Total Number of <u>Unduplicated</u> Participants the Project will serve:					
If Participant numbers are broken down by categories, (in addition to older workers) please list (name) each category and the number of participants in each:	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;"><u>Name of Category</u></td> <td style="width: 40%;"><u># of Participants</u></td> </tr> <tr> <td>Older Workers:</td> <td></td> </tr> </table>	<u>Name of Category</u>	<u># of Participants</u>	Older Workers:	
<u>Name of Category</u>	<u># of Participants</u>				
Older Workers:					
*Cost per Participant:	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;"><u>Public Funds</u></td> <td style="width: 50%;"><u>Matching Funds</u></td> </tr> <tr> <td></td> <td></td> </tr> </table>	<u>Public Funds</u>	<u>Matching Funds</u>		
<u>Public Funds</u>	<u>Matching Funds</u>				
Please List Project Milestones:					
Please List Expected Number of Successful Participant Training Outcomes for each Training Pathway:	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;"><u>Training</u></td> <td style="width: 50%;"><u># of Successful Participants</u></td> </tr> <tr> <td></td> <td></td> </tr> </table>	<u>Training</u>	<u># of Successful Participants</u>		
<u>Training</u>	<u># of Successful Participants</u>				
Project Synopsis: (a short description of the project describing the industry need, program goals, program design, services, impact):					

Information on this Program Summary Form should correspond to the information listed in your Application Narrative Form.

* Cost per Participant is determined by dividing the total funds in each category (public and matching) by the total number of program participants

Attachment 4

Application Narrative Form for Implementation Grants

Applicants must answer all of the questions/sections below. If a question/section does not apply to your organization/partnership, write “Not Applicable” in the section. Do not skip any questions or change the order of the questions. You may adjust the spacing in each section on this application to accommodate your answers. Please do not exceed fifteen (15) pages, with a font no smaller than 11 points, to complete the Application Form. See **“Required Components of a Full Application Package”** above, for other required attachments.

- **Where possible and practicable, services to older workers should be integrated into the pipeline of services that a partnership provides.**
- **Partnerships serving older workers should clearly articulate the barriers that older workers face in entering or advancing in that specific industry and should be clear about how they will address needs of older workers.**

1. What industry sector is the focus of your project?

- For applicants using Method one under “Identification of Critical Industries” simply state the industry.
- Applicants using Method two must state the industry and provide documentation to justify its “criticality.”

2. Describe the industry’s unmet needs with respect to skilled workers.

- Summarize the skills, knowledge and abilities of the current workforce and the gap that exists between available and needed skills.

3. What are the specific workforce needs of the employers involved in the partnership initiative?

4. Describe the partnership and its structure. (Attach signed MOAs)

- Who are the partners? How were partners identified and selected?
- Is there a history of relationships or working collaboratively?
- What was the process by which common goals were selected?
- Delineate roles and responsibilities of each partner.
- How will partnership members communicate and make decisions?
- How will partners be involved with continuous quality improvement?
- What is the staffing structure of the project?
- Attach an organizational chart for the partnership and the staff of the project.

5. What is the population that this initiative will engage?

- Discuss your knowledge of the population. Include demographic information and a description of why the population is interested in the education and training program.
- What is your experience working with the target population.
- What is your plan for outreach to the target population? For the unemployed (non-incumbent workers), how will you identify potential participants?
- State possible support services needs of workers (e.g. transportation, lack of child care) that could be obstacles to participation in the initiative. How will these needs be addressed, so that participation can be maximized?

6. What are the goals and characteristics of the specific education, training and other services you propose? (If answers to the following questions are not known fully yet, describe what is known and the plan for completely answering the remaining questions.)

- Explain how each of these services enables participants to develop the skills needed to fill unmet workforce needs in your industry sector and to progress along a career path.
- Describe: who will provide the education and training; how it will be provided (e.g. classroom instruction, OJT, distance learning); where it will take place (e.g. work site); when it will be offered (e.g. on or off the clock);
- How will participants be recruited, selected and assessed? Will the employers be part of the screening process?
- In order to encourage an equitable distribution of workforce investments and earnings outcomes, describe any particular strategies you will utilize to increase opportunities for members of the target population underrepresented in your project's industry sector?
- What is the anticipated role of career coaching? Who will provide the career coaching?
- What is the expected duration and intensity of the education and training?
- Will the education and training lead to an industry-recognized credential or academic degree?

7. According to your current understanding, what career pathways have been identified within the industry sector, and more specifically, the employers engaged in this initiative?

Please answer these questions with a concrete description, if developed. If not, outline the questions that need answering and the process for developing a strategy. A visual representation (e.g. chart) can be included to illustrate the career ladder/pathway.

- Identify existing career ladders or career pathways you have either chosen or that will be established for this initiative. If known, cite pay scales for each step of the career ladder and the approximate number of anticipated openings.
- Define the career ladders/pathways by describing the education, training, experience, and other requirements needed to climb the career ladders(s) on which you focus.
- If new career ladders/pathways need to be developed, please indicate. If industry skill standards for portable credentials exist, or need to be developed, please describe. How will you engage the industry to develop them?

8. What outcomes will your project achieve?

- Define expected, measurable outcomes for employers and participants.
- Describe how your proposed outcomes will address the unmet needs of the employers/industries discussed in questions #2 and 3?
- What systemic changes (e.g. employer practices, partnership models, regulatory issues) do you hope to accomplish?
- Include a timeline for key development and implementation activities that will lead to achievement of expected outcomes. (It is understood that initiatives vary. Some will have very concentrated activity for 18-24 months, while others may be paced to increase the scale of the initiative over the maximum grant period allowed. Be sure that the pace of your initiative is reflected in your spending plan, Attachment 6.)

9. What do the employers cite as anticipated business impacts that may result from the workforce development initiative? (See Appendix F.)

10. How will your partnership determine the extent to which you have achieved your expected outcomes?

- What are the benchmarks and performance measures that you will utilize to determine whether or not outcomes have been met?

11. What additional resources have you identified and/or leveraged for developing, implementing and sustaining components of the initiative when WCTF funds end?

- Identify any available or possible public or private resources that might enable you to fully or partially continue the activities supported by the WCTF after the end of the contract.
- How will you determine which components of the project you will seek to remain in place after this initiative is completed?
- How will you document and disseminate your design and what you have learned so that other industry workforce development initiatives may replicate or develop similar projects?

12. What technical assistance needs do you anticipate to increase the capacity of the partnership to design and oversee this initiative?

****Partnerships initiatives that have been previously funded with public or private philanthropic dollars must answer the following questions. ****

- a.** What were the original goals of the partnership initiative?
- b.** Document the success of the previous initiative, including provision of education and training services, planned and actual outcomes, other accomplishments
- c.** In what ways will the partnership initiative be enhanced or expanded with resources from the WCTF? How will additional funding significantly alter the scale (new employers, new participants) and reach (expanded services along a continuum) of your current project?
- d.** What have you learned from your previous activities that you are incorporating into the program design?

Attachment 5

Application Narrative Form for Planning Grants

Applicants must answer all of the questions/sections below. If a question/section does not apply to your organization/partnership, write “Not Applicable” in the section. Do not skip any questions or change the order of the questions. You may adjust the spacing in each section on this application to accommodate your answers. Please do not exceed fifteen (15) pages, with a font no smaller than 11 points, to complete the Application Form. **See “Required Components of a Full Application Package” above, for other required attachments.**

Applicants may request up to \$25,000 for a period no longer than six (6) months to develop a partnership, conduct research into an industry, including workforce needs analysis or to determine the feasibility of new workforce development interventions. The end product of the Planning grant work plan should be an implementation plan.

1. What industry sector is the focus of your project?

- For applicants using Method one under “Identification of Critical Industries” simply state the industry.
- Applicants using Method two must state the industry and provide documentation to justify its “criticality.”

2. Provide information on the current members of your Partnership.

- Attach Letters of Commitment. The Letters of Commitment should include specifics about the roles and responsibilities of each partner during the planning grant period.
- Provide information about organizations that you plan to recruit during this period.
- How have you identified potential partners? How will you recruit new partners?

3. Provide a detailed work plan for the period of your proposed planning grant.

- Include proposed activities, start and end dates for each activity and the individuals or organizations that will be responsible for managing each activity.

4. What resources will you use to meet the match requirement during implementation?

- What other resources have you identified to help support your project during implementation?

5. What technical assistance needs do you anticipate to increase the capacity of the Partnership during the planning grant phase?

Attachment 6a Budget Form

Complete the attached budget form. Budgets should be completed for the period beginning with the expected project start date (May 1, 2007), and ending no later than on June 30, 2010. Check to be sure that all figures are correct.

Provide a line item narrative detailing the requested funds, as reflected in the budget. (Use Attachment 4b to do this)

Note:

1. **Wages for employees while attending training are not allowed in the "Budget Request" column. They should be included in the "Match Contribution" Column. However, pro-rated wages for employees who are also instructor may be included here.**
2. **Use whole dollar amounts only. Do not use cents.**

Name of Organization: _____ Date: _____

Description	Year 1 Budget Request	Year 1 Match Contribution	Year 2 Budget Request	Year 2 Match Contribution	Year 3 Budget Request	Year 3 Match Contribution	Total Budget Request	Total Match Contribution	TOTAL PROJECT COST
Salary & Fringe:									
Internal Staff									
Employee Release Time									
Other Program Costs									
Support Services									
Contracted Services Training									
Administration									
TOTAL BUDGET AMOUNT									

Attachment 6b –Page 1 of 2 Budget Narrative Form

Budget Request - Workforce Competitiveness Trust Funds

Category	Description of use of funds
Payroll: Internal Staff	
Fringe: Internal Staff	
Other Program Costs	
Travel	
Space Rental	
Telephone & Communications	
Equipment Rental & Lease	
Equipment Purchase	
Data Entry	
Postage & Mailings	
Publication/Print/ Copying	
Meeting Expenses	
Office Supplies & Materials	
Marketing & Advertising	
Participant Recruitment	
Training Materials	
Support Services	
Child Care	
Transportation	
Other	
Contracted Services	
Training	
Training Consultants	
Training Service Providers	
Administrative Costs	
Total Budget Request	

Attachment 6b –Page 2 of 2 Budget Narrative Form

Budget - Matching Funds

Category	Description of use of funds
Payroll: Internal Staff Participant Salaries	
Fringe: Internal Staff Participant Fringe	
Other Program Costs	
Travel	
Space Rental	
Telephone & Communications	
Equipment Rental & Lease	
Equipment Purchase	
Data Entry	
Postage & Mailings	
Publication/Print/ Copying	
Meeting Expenses	
Office Supplies & Materials	
Marketing & Advertising	
Participant Recruitment	
Training Materials	
Support Services	
Child Care	
Transportation	
Other	
Contracted Services	
Training	
Training Consultants	
Training Service Providers	
Administrative Costs	
Total Budget Request	

Attachment 8 Project Spending Plan

A timeline by quarter of expected expenses and match contributions. The information on this form should correspond to information on your Project Narrative, Budget, and Training Timeline.

Quarter Ending	Projected Expenses	Projected Match Contributions	Total
6/30/07			
9/30/07			
12/31/07			
3/31/08			
6/30/08			
9/30/08			
12/31/08			
3/31/09			
6/30/09			
9/30/09			
12/31/09			
3/31/10			
6/30/10			
Project Total			

Attachment 9

Standard Disclosure Form

1. Name of Lead Applicant: _____

With principal offices at: _____

2. Type of Business Organization defined by Massachusetts General laws (CHOOSE ONE):

- | | |
|---|--|
| <input type="checkbox"/> Corporation (Domestic) | <input type="checkbox"/> Limited Liability Company (LLC) |
| <input type="checkbox"/> Corporation (Foreign) | <input type="checkbox"/> Partnership |
| <input type="checkbox"/> Professional Corporation | <input type="checkbox"/> Limited Partnership |
| <input type="checkbox"/> Not-For-Profit Corporation | <input type="checkbox"/> Sole Proprietorship |

If the Lead Applicant is a partnership, the names and addresses and interests of all partners must be listed on an Appendix and attached to this Standard Disclosure Affidavit for Contracts.

3. Status of Business Organization (CHECK WHERE APPROPRIATE):

- A. Non profit as defined by Internal Revenue Service
 Non Profit with more than 51% minority membership on the Board of Directors
- B. For Profit as defined by Internal Revenue Service
 For Profit with more than 51% minority membership on the Board of Directors
- C. Business Organization certified by the State Office of Minority and Women Business, SOMBA, 425 CMR 2
- D. Non-Massachusetts Corporation registered with the Secretary of State to do business in Massachusetts. Attach a copy of such authorization
- E. Limited Partnership or Limited Liability Company in compliance with the filing requirements under Massachusetts General Laws

4. Authorization for Signature

A Lead Applicant may authorize an agent to enter into contracts on behalf of the Organization. A Copy of the statement expressly authorizing the agent(s) to make contracts must be attached to this affidavit. In addition, the names

of agents who may contract for the aforementioned Business Organization must be listed below. The requisite authorization(s) must be notarized.

Name of Agent

Title

_____	_____
_____	_____
_____	_____

The Person(s) authorized to sign contracts is/are the only person(s) who can sign on behalf of the aforementioned Lead Applicant.

5. Disclosure Statement

Pursuant to M.G.L. c. 29, s.29A, the following represents all income due or to become due me for services rendered to the Commonwealth, or any political subdivisions thereof, or any public authority therein, during the period of this contract.

- A. From the Commonwealth of Massachusetts: (meaning state agencies, etc. Do not include Medicaid reimbursements in this section)

<u>Unit</u>	<u>Amounts of Funding</u>	<u>Type of Service</u>
-------------	---------------------------	------------------------

- B. From a Political Subdivision: (meaning County, City or Town, etc.)

<u>Unit</u>	<u>Amounts of Funding</u>	<u>Type of Service</u>
-------------	---------------------------	------------------------

- C. From a Public Authority: (meaning quasi-public entities such as CommCorp)

<u>Unit</u>	<u>Amounts of Funding</u>	<u>Type of Service</u>
-------------	---------------------------	------------------------

6. Statement of Tax Compliance

Pursuant to M.G.L., c62C, s.49A, I _____, signing on behalf of _____ certify that under the pains and penalties of perjury that the aforementioned business organization has filed all state tax returns and paid all taxes as required by law. The Business Organization Social Security Number or Federal Identification Number is:

7. Certification of Compliance with Filing Requirements

I, _____, on behalf of _____ aforementioned Lead Applicant, certify that said Lead Applicant has filed with the appropriate town or city clerk; or officer of the Commonwealth, and paid any required fees pursuant to the Massachusetts General Laws as regards partnerships and/or corporations doing business in the Commonwealth.

SIGNED UNDER THE PENALTIES OF PERJURY THIS ____ day of
____ 20__.

(Signature)

Attachment 10

Contract Terms & Conditions Sign-Off Form

The signatory representing the parties to this Application certify that they have read, understood, and hereby agree to comply with Commonwealth Corporation's standard Contract Terms & Conditions if awarded funds from the Workforce Competitiveness Trust Fund and will operate its partnership project subject to these Terms & Conditions.

Certification: I hereby certify that I am duly authorized/empowered to sign contracts on behalf of this organization.

SIGNATURE

DATE

TYPE OR PRINT NAME

POSITION/TITLE