



MASSACHUSETTS  
SERVICE ALLIANCE

## Supplementary Certifications

As the duly authorized representative of the applicant, I certify on behalf of the applicant as follows:

1. The applicant acknowledges that a portion of any funding to the applicant will be provided by the Commonwealth of Massachusetts under the terms of an AmeriCorps grant award between the Division of Career Services in Executive Office of Labor and Workforce Development (the “Division”) of the Commonwealth of Massachusetts and Massachusetts Service Alliance, Inc. (“MSA”) and that, as required under said grant award, funding to the applicant by MSA will be subject to the terms of that grant award and the Commonwealth Terms and Conditions as issued by the Executive Office for Administration and Finance, the Office of the Controller, and the Operational Services Division of the Commonwealth of Massachusetts.
2. Without limitation of the foregoing, the applicant agrees to, and shall comply with, the following provisions if the applicant receives an AmeriCorps grant award from MSA:
3. Confidentiality. The applicant shall comply with M.G.L. c. 66A if the applicant becomes a “holder” of “personal data”. The applicant shall also protect the physical security and restrict any access to personal or other Division data in the applicant’s possession, or used by the applicant in the performance of an AmeriCorps grant award, which shall include, but is not limited to the Division’s public records, documents, files, software, equipment or systems.
4. Record-keeping and Retention, Inspection of Records. The applicant shall maintain records, books, files and other data as specified in an AmeriCorps grant award and in such detail as shall properly substantiate claims for payment under an AmeriCorps grant award, for a minimum retention period of seven (7) years beginning on the first day after the final payment under a an AmeriCorps grant award, or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving a an AmeriCorps grant award. The Division and MSA shall have access, as well as any parties identified under Executive Order 195, during the applicant’s regular business hours and upon reasonable prior notice, to such records, including on-site reviews and reproduction of such records at a reasonable expense.
5. Assignment. The applicant may not assign or delegate, in whole or in part, or otherwise transfer any liability, responsibility, obligation, duty or interest under an AmeriCorps grant award, with the exception that the applicant shall be authorized to assign present and prospective claims for money due to the applicant pursuant to an AmeriCorps grant award in accordance with M.G.L. c. 106, §§9-318. The applicant must provide sufficient notice of assignment and supporting documentation to enable MSA to verify and implement the assignment. Payments to third party assignees will be processed as if such payments were being made directly to the applicant, and these payments will be subject to intercept, offset, counterclaims or any other rights which are available to the Division or the Commonwealth of Massachusetts or MSA against the applicant.
6. Subgrant by Applicant. Any subgrant entered into by the applicant for the purposes of fulfilling the obligations under an AmeriCorps grant award must be in writing, authorized in advance by MSA and consistent with and subject to the provisions of the AmeriCorps grant award. Subgrants will not relieve or discharge the applicant from any duty, obligation, responsibility or liability arising under an AmeriCorps grant award. MSA is entitled to copies of all subgrants and shall not be bound by any provisions contained in a subgrant to which it is not a party.
7. Affirmative Action, Non-Discrimination in Hiring and Employment. The applicant shall comply with all federal and state laws, rules and regulations promoting fair employment practices or prohibiting employment discrimination and unfair labor practices and shall not discriminate 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, handicap, sexual orientation or for exercising any rights afforded by law. The applicant 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.
8. Indemnification. Unless otherwise exempted by law, the applicant shall indemnify and hold harmless the Commonwealth of Massachusetts, including the Division, MSA and their respective agents, officers and

employees (collectively, the “Indemnitees”) against any and all claims, liabilities, and costs for any personal injury or property damages, patent or copyright infringement or other damages that any of the Indemnitees may sustain which arise out of or in connection with the applicant’s performance of a an AmeriCorps grant award, including but not limited to the negligence, reckless or intentional conduct of the applicant, its agents, officers, employees or subcontractors. The applicant shall at no time be considered an agent or representative of the Division, the Commonwealth of Massachusetts or MSA. After prompt notification of a claim by any of the Indemnitees, the applicant shall have an opportunity to participate in the defense of such claim and any negotiated settlement agreement or judgment. Neither the Commonwealth of Massachusetts, nor the Division, nor MSA shall not be liable for any costs incurred by the applicant arising under this paragraph.

9. Waivers. Forbearance or indulgence in any form or manner by the applicant or MSA 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.
10. The applicant agrees that in the event that funding to MSA from the Division is modified or terminated so as to impair the ability of MSA to continue any funding to the applicant as awarded, MSA may upon notice to the applicant modify or terminate its funding to the applicant.

#### **Supplementary Certifications**

**NOTE: Sign this form and include it with your Intent to Apply- due February 25<sup>th</sup>, 2026.**

By signing this certification page, you certify that you agree on behalf of the applicant to comply with all Certifications .

**Organization Name:**

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**Proposed Program Name:**

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**Name and Title of Authorized Representative:**

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**Signature:**

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**Date:**