

Grant Name GRANT APPLICATION/AGREEMENT

Legal Name of Grant Applicant _____

Doing Business As (dba) Name _____

_____ **Address, City**

_____ **State** _____ **Zip** _____ **Phone** _____ **Fax**

Contact Person _____ **Title** _____

Type of Organization _____ **Email Address** _____

FEIN # _____ **SAP Vendor #** _____

Start Date _____ **End Date** _____

When fully executed, this application becomes a grant agreement between the Pennsylvania Department of Labor & Industry, hereafter referred to as the Department, and **grantee name** hereafter referred to as the Grantee, for the purposes of carrying out Pennsylvania workforce development services pursuant to the Workforce Innovation and Opportunity Act (WIOA), the Wagner-Peyser Act, the Trade Act, and other applicable federal and state programs, and in accordance with any laws, regulations, and guidelines covering those programs and any policies provided and established by the Department.

In compliance with the grant application and requirements, conditions and specifications, the undersigned, on behalf of the grant applicant, intending to be legally bound, offers and agrees, if the grant application is fully executed, to provide the specified services at the amount set forth at the time(s) and point(s) specified. This application is intended to be legally binding on the parties, their successors and/or assignees in accordance with the following attachments: Attachment A: Grant Provisions; Attachment B: Assurances and Certifications; Attachment C: Right to Know Law; Attachment D: Federal Funding Accountability and Transparency Act (FFATA) of 2006; Attachment E: Certificate of Liability Insurance and Attachment F: Grant Narrative and Budget.

_____ **Printed Name of Authorized Representative** _____ **Title**

_____ **Signature of Authorized Representative** _____ **Date**

_____ **Signature of Authorized Representative (if required)** _____ **Title** _____ **Date**

_____ **Chief Counsel (PDLI)** _____ **Date**

_____ **Office of General Counsel** _____ **Date**

_____ **Office of Attorney General** _____ **Date**

_____ **Deputy Secretary or Delegate** _____ **Date**

_____ **Comptroller** _____ **Date**

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PENNSYLVANIA DEPARTMENT OF LABOR & INDUSTRY GRANT PROVISIONS

THE GRANT APPLICANT UNDERSTANDS AND AGREES THAT ANY GRANT RECEIVED AS A RESULT OF THIS APPLICATION SHALL BE SUBJECT TO THE FOLLOWING GRANT PROVISIONS.

1. *Department's Grant Authority.* Pursuant to the Workforce Innovation and Opportunity Act (WIOA) (29 U.S.C. Sec. 3101, *et. seq.*), the Wagner-Peyser Act (29 U.S.C. 49 *et seq.*), the Trade Act of 1974 (29 U.S.C. Sec. 2271 *et seq.*), and other applicable federal and state programs, the United States Department of Labor (“USDOL”) and the Commonwealth of Pennsylvania (“Commonwealth”) provide the Pennsylvania Department of Labor & Industry (“Department”) with federal and state funds in the form of a grant or state budget appropriation, and the Department executes grant agreements to disburse such grant funds to entities and organizations (“Grantees”) for the provision of workforce services, who may contract with other entities (“Sub-recipients”) to use these federal and state funds under the grant.
2. *Independence of the Parties.* Nothing contained in this grant agreement shall be construed to create an employment or agency relationship between the Department and the Grantee, its officers, agents, or employees.
3. *Expenditure of Grant Funds.* Funds provided under this grant agreement must be expended in accordance with the applicable state and federal statutes, regulations, policies and procedures and the state and local plan, pursuant to WIOA sections 102 and 107, including the Pennsylvania Department of Labor & Industry’s Financial Management Guide (Workforce System Policy No. 03-2015), Federal Lobbying Disclosure Act, 2 U.S.C. §§ 1601-1614 and, where applicable, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200.
4. *Payment System.* The Department shall pay the Grantee:
 - A. upon submission of a monthly Financial Status Report (FSR) and invoice with supporting documentation due by the 5th day of every month;
 - B. *Automated Clearing House (ACH Payments)*
 1. The Commonwealth will make payments to the recipient through ACH. Within 10 days of the grant award, the grantee must submit or must have already established its ACH information in the Commonwealth’s Master Database. The grantee will also be able to enroll to receive remittance information via electronic addenda and email (e-Remittance). ACH and e-Remittance information is available at <https://www.budget.pa.gov/Services/ForVendors/Pages/Direct-Deposit-Ande-Remittance.aspx>.
 2. The recipient must submit a unique invoice number with each invoice submitted. The unique invoice number will be listed on the Commonwealth’s ACH remittance advice to enable the recipient to properly apply the state agency’s payment to the respective invoice or program.

3. It is the responsibility of the recipient to ensure that the ACH information contained in the Commonwealth's Master Database is accurate and complete. Failure to maintain accurate and complete information may result in delays in payments.

5. *Reporting.* The Grantee shall:

- A. submit accurate and timely Financial Status Reports (FSRs) to the Department in accordance with the timelines procedures provided in the Department's Workforce System Policy 03-2015 and make corrections/adjustments where necessary;
- B. require that its Sub-recipients submit accurate and timely financial information to the Grantee to facilitate the required financial reporting;
- C. ensure expenditures are allocated against the appropriate cost categories, within cost limitations as specified in state and federal statutes and regulations; and
- D. submit Quarterly Narrative Reports detailing the progress of grant activities.

6. *Monitoring.*

A. The Department shall:

1. oversee and monitor the performance and fiscal activities of Grantee;
2. communicate all related findings and concerns to the Grantee, including any appropriate corrective action steps necessary for compliance; and
3. provide technical assistance to the Grantees and Sub-recipients, when required.

B. The Grantee shall:

1. oversee and monitor the fiscal and performance activities of their Sub-recipients and contractors;
2. communicate all fiscal-related audit findings, including any appropriate corrective action steps necessary for compliance, in writing; and
3. provide technical assistance to Sub-recipients regarding financial and performance issues.

7. *Eligible Uses of Grant.*

The Grantee's use of the grant funds is limited to those expenditures pursuant to the WIOA, the Wagner-Peyser Act, the Trade Act, and other applicable federal and state programs.

8. *Term of Grant Agreement.*

- A. The term of this grant agreement shall commence on the Effective Date, as defined below, and shall expire on **XX**, unless terminated earlier by either party according to the termination provisions of this grant agreement; superseded by a subsequent grant agreement; or extended by the parties by letter amendment.

- B. The Effective Date shall be **XX**. This grant agreement is not binding in any way, nor will the Commonwealth or the Department be bound, until this grant agreement has been fully executed and sent to the Grantee.

9. *Contingent Upon Department Approval.*

When this grant agreement is with a vendor or Sub-recipient who is on the approved service provider listing, or through a competitive process or is an approved sole source provider, the grant agreement is contingent upon final approval of the proposal by the Department. If approved, the Grantee's signature on the application is considered the formal signature for the grant.

- 10. *Notice of Obligation.* Grant funds shall be obligated to the Grantee by the Department pursuant to a Notice of Obligation (NOO) once the grant application is approved and the grant agreement is fully executed. No funds may be expended before the effective date or after the end date of the NOO. Obligations and expenditures may not exceed the amount obligated by the NOO.

11. *Termination.*

- A. In the event of the termination of the program(s) by the Department or the federal government, all grant activities shall cease as of the effective date of the termination of the program.
- B. The Department may terminate this grant agreement, or any NOO issued hereunder at any time, with or without cause, by giving 30-day prior written notice of such termination to the Grantee.
- C. The Department may immediately terminate this grant agreement, or any NOO issued hereunder, at any time, in the event that it determines, in its sole discretion, after an investigation conducted by the Department, that the Grantee is in violation of any federal or state law, regulations, or guidelines applicable to the grant funds or any of the Grantee's assurances and certifications.

12. *Insurances and Taxes.*

- A. The Grantee shall procure and maintain at its expense, and require its Subrecipients, to procure and maintain, as appropriate, the following types of insurance, issued by companies acceptable to the Commonwealth and authorized to conduct such business under the laws of the Commonwealth of Pennsylvania:
 - 1. worker's compensation Insurance for all of the Grantee's employees and those of any Sub-recipient engaged in performing services in accordance with the *Worker's Compensation Act* (77 P.S. § 101, *et seq.*);
 - 2. public liability and property damage insurance to protect the Commonwealth, the Grantee, and any and all Sub-recipients from claims

for damages for personal injury (including bodily injury), sickness or disease, accidental death, and damage to property, including loss of use resulting from any property damage that may arise from its operations under this grant agreement, whether such operation be by the Grantee, by any Subrecipients, or by anyone directly or indirectly employed by either; and;

3. insurance coverage for Employee Dishonesty/Theft throughout the entire term of this grant agreement. Employee Dishonesty/Theft shall be listed on the liability insurance policy with the approved amount of said coverage. The Grantee shall annually provide the Department with a copy of the policy. The Grantee shall maintain a minimum of coverage in an amount equal to 20% of the grant award or the highest monthly invoice under this grant agreement, whichever is higher.

- B. The Grantee shall be solely responsible for payment of Unemployment Insurance taxes, social security taxes, all income tax deductions and any other taxes or payroll deductions required by law, for its employees, servants or agents who perform activities specified by this grant agreement and requiring all of its Subrecipients to comply with the aforesaid obligations.

13. Representations and Warranties Regarding Union Organizing.

The Grantee represents and warrants that none of the grant funds will be used to assist, promote, or deter union organizing.

14. *FERPA Compliance.* The Grantee shall comply with all confidentiality requirements for wage and education records as required by the Family Educational Rights and Privacy Act of 1974 (FERPA), 20 U.S.C. § 1232g; 34 C.F.R. Part 99, WIOA, and applicable regulations.

15. *CAA Compliance.* The Grantee shall comply with Section 511 of the Consolidated Appropriations Act, 2010 (P.L. 111-117, Division E) (CAA).

16. *Amendments.* No modifications, alterations, changes, or waivers to this grant agreement or any of its terms shall be valid or binding unless accomplished by written amendment executed in accordance with Commonwealth procedures. The Commonwealth reserves the right to reject any or all grant agreement amendments that may be requested by the Grantee.

17. Indemnification.

- A. To the extent allowable by applicable law, the Grantee shall indemnify, and defend the Commonwealth, its officers, agents and employees:

1. from any and all claims and losses occurring or resulting from any and all contractors, sub-contractors, and any other persons, firms, corporations, or other legal entities furnishing or supplying work, services, materials, or supplies in connection with the performance of this grant agreement;

2. from any and all claims, losses, damages, expenses, demands, suits, or actions brought by any party against the Commonwealth as a result of the Grantee's failure to comply with this grant agreement, violations of its assurances and certifications or violations of applicable statutes, regulations, or policies;
3. against any liability including, but not limited to, costs and expenses for violation of proprietary rights or rights of privacy arising out of the publication, translation, reproduction, delivery, performance, use, or disposition of any data furnished under this grant agreement, or based on any libelous or other unlawful matter contained in such data; and
4. from any and all claims against all audit exceptions arising from Grantee's violation of this grant agreement.

18. Record Retention/Audit Provisions.

- A. The Grantee shall maintain records, as required for this program by law, regulations or adopted policies, relating to its performance under this grant and shall permit the Commonwealth to have access to all records directly related to the administration of this grant agreement. The Grantee will make available, upon request, to the Commonwealth, or any duly authorized representative, any books, documents, papers, and records for the purpose of monitoring, audits, examination, excerpts and transcriptions. The Grantee shall maintain these records for a period of three (3) years from the date the Commonwealth submits its final expenditure report for that funding period to USDOL.
 - B. If, prior to the expiration of the three (3) year retention period, any litigation is commenced or a claim is instituted involving the grant covered by the records, the Grantee shall retain the records beyond the three (3) year period until instructed by the Department that the record retention is no longer required.
 - C. The Grantee shall maintain any statistical records required by the Commonwealth and shall produce statistical data at times and on forms prescribed by the Commonwealth.
 - D. The Grantee is responsible for the adequate safekeeping and retention of all records generated by agreements, contracts, memoranda of understanding, sub-grants, etc., that the Grantee may have entered into, pursuant to this grant agreement.
- 19. Cost Allocation Plans and Indirect Cost Rates.* Based on the cost principles established in OMB Uniform Guidance, state and local organizations may submit an Indirect Cost Rate (ICR) proposal or a Cost Allocation Plan (CAP) to the USDOL or the Department. Any such ICR proposal or CAP should be submitted for review and approval by the cognizant agency no later than six (6) months after the end of the applicable state or federal fiscal year.

20. *Assignment/Name Change.* This grant agreement shall be binding upon the parties and their respective successors and assignees. The Grantee may not assign, in whole or in part, this grant agreement or its rights, duties, obligations, or responsibilities hereunder without the prior written consent of the Department, which consent may be withheld at the sole and absolute discretion of the Department. For the purposes of this grant agreement, the term "assign" shall include, but shall not be limited to, the sale, gift, assignment, pledge, or other transfer of any ownership interest in the Grantee. Any assignment consented to by the Department shall be evidenced by a written assignment agreement executed by the Grantee and its assignee, in which the assignee agrees to be legally bound by all of the terms and conditions of the grant and to assume the duties, obligations, and responsibilities being assigned. A change of name by the Grantee, following which the Grantee's federal identification number remains unchanged, shall not be considered to be an assignment hereunder. The Grantee shall give the Department written notice of any such change of name.

21. *Nondiscrimination/Sexual Harassment Clause.*

The Grantee agrees:

- A. In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the grant agreement or any subgrant agreement, contract, or subcontract, the Grantee, a subgrantee, a contractor, a subcontractor, or any person acting on behalf of the Grantee shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the Pennsylvania Human Relations Act (PHRA) and applicable federal laws, against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.
- B. The Grantee, any subgrantee, contractor or any subcontractor or any person on their behalf shall not in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against or intimidate any of its employees.
- C. Neither the Grantee nor any subgrantee nor any contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, in the provision of services under the grant agreement, subgrant agreement, contract or subcontract.
- D. Neither the Grantee nor any subgrantee nor any contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate against employees by reason of participation in or decision to refrain from participating in labor activities protected under the Public Employee Relations Act, Pennsylvania Labor Relations Act or National Labor Relations Act, as applicable and to the extent determined by entities charged with such Acts' enforcement, and shall comply with any provision of law establishing organizations as employees' exclusive representatives.

- E. The Grantee, any subgrantee, contractor or any subcontractor shall establish and maintain a written nondiscrimination and sexual harassment policy and shall inform their employees in writing of the policy. The policy must contain a provision that sexual harassment will not be tolerated and employees who practice it will be disciplined. Posting this Nondiscrimination/Sexual Harassment Clause conspicuously in easily accessible and well-lighted places customarily frequented by employees and at or near where the grant services are performed shall satisfy this requirement for employees with an established work site.
- F. The Grantee, any subgrantee, contractor or any subcontractor shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against any subgrantee, contractor, subcontractor or supplier who is qualified to perform the work to which the grant relates.
- G. The Grantee and each subgrantee, contractor and subcontractor represents that it is presently in compliance with and will maintain compliance with all applicable federal, state, and local laws and regulations relating to nondiscrimination and sexual harassment. The Grantee and each subgrantee, contractor and subcontractor further represents that it has filed a Standard Form 100 Employer Information Report ("EE0-1 ") with the U.S. Equal Employment Opportunity Commission ("EEOC") and shall file an annual EE0-1 report with the EEOC as required for employers' subject to Title VII of the Civil Rights Act of 1964, as amended, that have 100 or more employees and employers that have federal government contracts or first tier subcontracts and have 50 or more employees. The Grantee, any subgrantee, any contractor or any subcontractor shall, upon request and within the time periods requested by the Commonwealth, furnish all necessary employment documents and records, including EE0-1 reports, and permit access to their books, records, and accounts by the granting agency and the Bureau of Diversity, Inclusion and Small Business Opportunities for the purpose of ascertaining compliance with the provisions of this Nondiscrimination/Sexual Harassment Clause.
- H. The Grantee, any subgrantee, contractor or any subcontractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subgrant agreement, contract or subcontract so that those provisions applicable to subgrantees, contractors or subcontractors will be binding upon each subgrantee, contractor or subcontractor.
- I. The Granter's and each subgrantee's, contractor's and subcontractor's obligations pursuant to these provisions are ongoing from and after the effective date of the grant agreement through the termination date thereof. Accordingly, the Grantee and each subgrantee, contractor and subcontractor shall have an obligation to inform the Commonwealth if, at any time during the term of the grant agreement, it becomes aware of any actions or occurrences that would result in violation of these provisions.

- J. The Commonwealth may cancel or terminate the grant agreement and all money due or to become due under the grant agreement may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the granting agency may proceed with debarment or suspension and may place the Grantee, subgrantee, contractor, or subcontractor in the Contractor Responsibility File.

22. *Contractor Responsibility Provisions, as per MD 215.9 (Amended), 12/01/2020*

Contractor Responsibility Provisions. For the purpose of these provisions, the term Contractor is defined as any person, including, but not limited to, a bidder, offeror, loan recipient, grantee or lessor, who has furnished or performed or seeks to furnish or perform, goods, supplies, services, leased space, construction or other activity, under a contract, grant, lease, purchase order or reimbursement agreement with the Commonwealth of Pennsylvania (Commonwealth). The term Contractor includes a permittee, licensee, or any agency, political subdivision, instrumentality, public authority, or other public entity in the Commonwealth. For the purposes of this agreement, the term Grantee is used in the place of Contractor.

- A. The Grantee must certify, in writing, for itself and its Sub-recipients required to be disclosed or approved by the Commonwealth, that as of the date of its execution of this grant agreement, that neither the grantee, nor any such Subrecipients, are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the Grantee cannot so certify, then it shall submit, along with its application/agreement, a written explanation of why such certification cannot be made.
- B. The Grantee must also certify, in writing, that as of the date of its execution of this grant agreement, it has no tax liabilities or other Commonwealth obligations, or has filed a timely administrative or judicial appeal if such liabilities or obligations exist, or is subject to a duly approved deferred payment plan if such liabilities exist.
- C. The Grantee's obligations pursuant to these provisions are ongoing from and after the Effective Date of the grant agreement through the termination date thereof. Accordingly, the Grantee an obligation to inform the Commonwealth if, at any time during the term of the grant agreement, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if it or, to the best knowledge of the Contractor, any of its subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. Such notification shall be made within 15 days of the date of suspension or debarment.
- D. The failure of the Grantee to notify the Commonwealth of its suspension or debarment by the Commonwealth, any other state, or the federal government shall constitute an event of default of the grant agreement with the Commonwealth.

- E. The Grantee shall reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of State Inspector General for investigations of the Grantee's compliance with the terms of this or any other agreement between the Grantee and the Commonwealth that results in the suspension or debarment of the contractor. Such costs shall include, but shall not be limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Grantee shall not be responsible for investigative costs for investigations that do not result in the Grantee's suspension or debarment.
- F. The Grantee may obtain a current list of suspended and debarred Commonwealth contractors by visiting the eMarketplace website at <http://www.emarketplace.state.pa.us> and clicking the Debarment List tab.

23. *Grantee Integrity Provisions (MD 215.8)*

It is essential that those who seek to contract with the Commonwealth of Pennsylvania ("Commonwealth") observe high standards of honesty and integrity. They must conduct themselves in a manner that fosters public confidence in the integrity of the Commonwealth contracting and procurement process.

- A. DEFINITIONS. For purposes of these Contractor Integrity Provisions, the following terms shall have the meanings found in this Section:
 - 1. "Affiliate" means two or more entities where (a) a parent entity owns more than fifty percent of the voting stock of each of the entities; or (b) a common shareholder or group of shareholders owns more than fifty percent of the voting stock of each of the entities; or (c) the entities have a common proprietor or general partner.
 - 2. b. "Consent" means written permission signed by a duly authorized officer or employee of the Commonwealth, provided that where the material facts have been disclosed, in writing, by prequalification, bid, proposal, or contractual terms, the Commonwealth shall be deemed to have consented by virtue of the execution of this contract.
 - 3. "Contractor" means the individual or entity including a grantee, that has entered into this contract or grant agreement with the Commonwealth.
 - 4. "Contractor Related Parties" means any affiliates of the Contractor and the Contractor's executive officers, Pennsylvania officers and directors, or owners of 5 percent or more interest in the Contractor.
 - 5. "Financial Interest" means either:
 - a. Ownership of more than a five percent interest in any business; or
 - b. Holding a position as an officer, director, trustee, partner, employee, or holding any position of management.

6. “Gratuity” means tendering, giving, or providing anything of more than nominal monetary value including, but not limited to, cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. The exceptions set forth in the Governor’s Code of Conduct, Executive Order 1980-18, the 4 Pa. Code § 7.153(b), shall apply.
7. “Non-bid Basis” means a contract awarded or executed by the Commonwealth with Contractor without seeking bids or proposals from any other potential bidder or offeror.

B. In furtherance of this policy, Contractor agrees to the following:

1. Contractor shall maintain the highest standards of honesty and integrity during the performance of this contract and shall take no action in violation of state or federal laws or regulations or any other applicable laws or regulations, or other requirements applicable to Contractor or that govern contracting or procurement with the Commonwealth.
2. Contractor shall establish and implement a written business integrity policy, which includes, at a minimum, the requirements of these provisions as they relate to the Contractor activity with the Commonwealth and Commonwealth employees, and which is made known to all Contractor employees. Posting these Contractor Integrity Provisions conspicuously in easily accessible and well- lighted places customarily frequented by employees and at or near where the contract services are performed shall satisfy this requirement.
3. Contractor, its affiliates, agents, employees and anyone in privity with Contractor shall not accept, agree to give, offer, confer, or agree to confer or promise to confer, directly or indirectly, any gratuity or pecuniary benefit to any person, or to influence or attempt to influence any person in violation of any federal or state law, regulation, executive order of the Governor of Pennsylvania, statement of policy, management directive or any other published standard of the Commonwealth in connection with performance of work under this contract, except as provided in this contract.
4. Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material under this contract, unless the financial interest is disclosed to the Commonwealth in writing and the Commonwealth consents to Contractor’s financial interest prior to Commonwealth execution of the contract. Contractor shall disclose the financial interest to the Commonwealth at the time of bid or proposal submission, or if no bids or proposals are solicited, no later than Contractor’s submission of the contract signed by Contractor.

5. Contractor certifies to the best of its knowledge and belief that within the last five years Contractor or Contractor Related Parties have not:
 - a. been indicted or convicted of a crime involving moral turpitude or business honesty or integrity in any jurisdiction;
 - b. been suspended, debarred or otherwise disqualified from entering into any contract with any governmental agency;
 - c. had any business license or professional license suspended or revoked;
 - d. had any sanction or finding of fact imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, bid rigging, embezzlement, misrepresentation or anti-trust; and
 - e. been, and is not currently, the subject of a criminal investigation by any federal, state or local prosecuting or investigative agency and/or civil anti-trust investigation by any federal, state or local prosecuting or investigative agency.

If Contractor cannot so certify to the above, then it must submit along with its bid, proposal or contract a written explanation of why such certification cannot be made and the Commonwealth will determine whether a contract may be entered into with the Contractor. The Contractor's obligation pursuant to this certification is ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to immediately notify the Commonwealth in writing if at any time during the term of the contract it becomes aware of any event which would cause the Contractor's certification or explanation to change. Contractor acknowledges that the Commonwealth may, in its sole discretion, terminate the contract for cause if it learns that any of the certifications made herein are currently false due to intervening factual circumstances or were false or should have been known to be false when entering into the contract.

6. Contractor shall comply with the requirements of the Lobbying Disclosure Act (65 Pa.C.S. § 13A01, *et seq.*) regardless of the method of award. If this contract was awarded on a Non-bid Basis, Contractor must also comply with the requirements of the Section 1641 of the Pennsylvania Election Code (25 P.S. § 3260a).
7. When Contractor has reason to believe that any breach of ethical standards as set forth in law, the Governor's Code of Conduct, or these Contractor Integrity Provisions has occurred or may occur, including but not limited to contact by a Commonwealth officer or employee which, if acted upon, would violate such ethical standards, Contractor shall immediately notify the Commonwealth contracting officer or the Office of the State Inspector General in writing.
8. Contractor, by submission of its bid or proposal and/or execution of this contract and by the submission of any bills, invoices or requests for payment pursuant to the contract, certifies and represents that it has not violated any of these Contractor Integrity Provisions in connection with the submission of the

bid or proposal, during any contract negotiations or during the term of the contract, to include any extensions thereof. Contractor shall immediately notify the Commonwealth in writing of any actions for occurrences that would result in a violation of these Contractor Integrity Provisions. Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of the State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the Contractor. Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.

9. Contractor shall cooperate with the Office of the State Inspector General in its investigation of any alleged Commonwealth agency or employee breach of ethical standards and any alleged Contractor non-compliance with these Contractor Integrity Provisions. Contractor agrees to make identified Contractor employees available for interviews at reasonable times and places. Contractor, upon the inquiry or request of an Inspector General, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Office of the State Inspector General to Contractor's integrity and compliance with these provisions. Such information may include, but shall not be limited to, Contractor's business or financial records, documents or files of any type or form that refer to or concern this contract.

Contractor shall incorporate this paragraph in any agreement, contract or subcontract it enters into in the course of the performance of this contract/agreement solely for the purpose of obtaining subcontractor compliance with this provision. The incorporation of this provision in a subcontract shall not create privity of contract between the Commonwealth and any such subcontractor, and no third-party beneficiaries shall be created thereby.

10. For violation of any of these Contractor Integrity Provisions, the Commonwealth may terminate this and any other contract with Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these Provisions, claim damages for all additional costs and expenses incurred in obtaining another contractor to complete performance under this contract, and debar and suspend Contractor from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or non-use of anyone shall not preclude the use of all or any other. These rights and remedies are in addition to those the Commonwealth may have under law, statute, regulation, or otherwise.

24. Provisions Concerning The Americans With Disabilities Act

During the term of this grant agreement, the grantee agrees, for itself and all its sub-agreements, as follows:

- A. Pursuant to federal regulations promulgated under the authority of the Americans with Disabilities Act, 28 C. F. R. § 35.101 et seq., the Grantee understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in this agreement or from activities provided for under this grant agreement. As a condition of accepting and executing this grant agreement, the Grantee agrees to comply with the "General Prohibitions Against Discrimination," 28 C. F. R. § 35.130, and all other regulations promulgated under Title II of the Americans with Disabilities Act which are applicable to the benefits, services, programs, and activities provided by the Commonwealth through contracts with outside contractors.
- B. The Grantee shall be responsible for and agrees to indemnify the Commonwealth from all losses, damages, expenses, claims, demands, suits, and actions brought by any party against the Commonwealth as a result of the contractor's failure to comply with the provisions of paragraph 1.

25. Provisions Concerning Human Trafficking

- A. The following provisions are applicable to a recipient that is a private entity:
 - 1. The Grantee, its employees, Sub-recipients under this award, and Sub-recipients' employees may not:
 - a. engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - b. procure a commercial sex act during the period of time that the award is in effect; or
 - c. use forced labor in the performance of the award or subawards under the award.
 - 2. The Department may unilaterally terminate this grant agreement, without penalty, if the Grantee, or its Sub-recipient, that is a private entity;
 - a. is determined to have violated a prohibition in Paragraph A(1) of this award; or
 - b. has an employee who is determined by an agency official authorized to terminate the award to have violated a prohibition in Paragraph A(1) of this award through conduct that is either—
 - i. associated with performance under this award; or
 - ii. imputed to the Grantee, or its Sub-recipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 C.F.R. part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement)," as implemented by our agency.
- B. The following provisions are applicable to a Grantee other than a private entity:

1. The Department, as the awarding agency, may unilaterally terminate this grant agreement, without penalty, if a Sub-recipient that is a private entity:
 - a. is determined to have violated an applicable prohibition in Paragraph A(1) of this award term; or
 - b. has an employee who is determined by the Department official authorized to terminate the grant agreement to have violated an applicable prohibition in Paragraph A(1) of this grant agreement through conduct that is either (i) associated with performance under this grant agreement or (ii) imputed to the Sub-recipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 C.F.R. part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement)," as implemented by the Department.
- C. The following provisions are applicable to any Grantee:
1. The Grantee shall immediately inform the Department of any information it receives from any source alleging a violation of a prohibition in Paragraph A(1) of this grant agreement.
 2. The Department may unilaterally terminate the grant agreement pursuant to Paragraph A(1) or Paragraph B of this section. Termination of the grant agreement shall be a remedy in addition to all other remedies for noncompliance that are available to the Department under this grant agreement.
 3. The Grantee shall include the requirements of Paragraph A(1) of this grant agreement in any agreements it enters into with a Sub-recipient that is a private entity.
- D. Definitions. For purposes of this award term:
1. "Employee" means either (a) an individual employed by the Grantee or a Sub-recipient who is engaged in the performance of the project or program under this grant agreement or (b) another person engaged in the performance of the project or program under this grant agreement and not compensated by the Grantee including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
 2. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
 3. "Private entity" means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 C.F.R. 175.25 and includes (a) nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 C.F.R. 175.25(b) and (b) a for-profit organization.

4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

26. *Applicable Law.* This grant agreement shall be governed by and interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania (without regard to any conflict of laws' provisions) and the decisions of the Pennsylvania courts. The Grantee consents to the jurisdiction of any court of the Commonwealth of Pennsylvania and any federal courts in Pennsylvania, waiving any claim or defense that such forum is not convenient or proper. The Grantee agrees that any such court shall have in person jurisdiction over it and consents to service of process in any manner authorized by Pennsylvania law.

27. *Nonwaiver of Remedies.* The failure of Department to insist upon the strict performance of the terms and conditions hereof shall not constitute or be construed as a waiver or relinquishment of the Department's right to thereafter enforce the same in accordance with this grant agreement in the event of a continuing or subsequent default on the part of the Grantee.

28. *Severability.* Should any section or any part of any section of this grant agreement be rendered void, invalid or unenforceable by any court of law, for any reason, such a determination shall not render void, invalid, or unenforceable any other section or part of any section of this grant agreement.

29. *Exhibits and Attachments.* All exhibits and attachments annexed to this grant agreement or referred to herein are expressly made a part of this agreement as though more fully set forth herein. All references to this grant agreement, either in this agreement or in any of the exhibits or attachments, shall be deemed to include this grant agreement and all such exhibits and attachments.

30. *Entire Agreement.* This grant agreement, when executed, approved and delivered, shall constitute the final, complete and exclusive agreement between the parties containing all the terms and conditions agreed on by the parties. All representations, understandings, promises and agreements pertaining to the subject matter of this grant agreement made prior to or at the time this grant agreement is executed are superseded by this grant agreement unless specifically accepted by any other term or provision of this grant agreement. There are no conditions precedent to the performance of this agreement except as expressly set forth herein.

Attachment B

Assurances and Certifications

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.





PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee- 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL 	TITLE 
APPLICANT ORGANIZATION 	DATE SUBMITTED 

Right to Know Law

1. The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, (“RTKL”) applies to this Grant. For the purpose of these provisions, the term “the Commonwealth” shall refer to the granting Commonwealth agency.
2. If the Commonwealth needs the Grantee’s assistance in any matter arising out of the RTKL related to this Grant, it shall notify the Grantee using the legal contact information provided in this Grant. The Grantee, at any time, may designate a different contact for such purpose upon reasonable prior written notice to the Commonwealth.
3. Upon written notification from the Commonwealth that it requires the Grantee’s assistance in responding to a request under the RTKL for information related to this Grant that may be in the Grantee’s possession, constituting, or alleged to constitute, a public record in accordance with the RTKL (“Requested Information”), the Grantee shall:
 - A. Provide the Commonwealth, within ten (10) calendar days after receipt of written notification, access to, and copies of, any document or information in the Grantee’s possession arising out of this Grant that the Commonwealth reasonably believes is Requested Information and may be a public record under the RTKL; and
 - B. Provide such other assistance as the Commonwealth may reasonably request, in order to comply with the RTKL with respect to this Grant.
 - C. If the Grantee considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or other information that the Grantee considers exempt from production under the RTKL, the Grantee must notify the Commonwealth and provide, within seven (7) calendar days of receiving the written notification, a written statement signed by a representative of the Grantee explaining why the requested material is exempt from public disclosure under the RTKL.
 - D. The Commonwealth will rely upon the written statement from the Grantee in denying a RTKL request for the Requested Information unless the Commonwealth determines that the Requested Information is clearly not protected from disclosure under the RTKL. Should the Commonwealth determine that the Requested Information is clearly not exempt from disclosure, the Grantee shall provide the Requested Information within five (5) business days of receipt of written notification of the Commonwealth’s determination.
4. If the Grantee fails to provide the Requested Information within the time period required by these provisions, the Grantee shall indemnify and hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Grantee’s failure, including any statutory damages assessed against the Commonwealth.

5. The Commonwealth will reimburse the Grantee for any costs associated with complying with these provisions only to the extent allowed under the fee schedule established by the Office of Open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable.
6. The Grantee may file a legal challenge to any Commonwealth decision to release a record to the public with the Office of Open Records, or in the Pennsylvania Courts, however, the Grantee shall indemnify the Commonwealth for any legal expenses incurred by the Commonwealth as a result of such a challenge and shall hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Grantee's failure, including any statutory damages assessed against the Commonwealth, regardless of the outcome of such legal challenge. As between the parties, the Grantee agrees to waive all rights or remedies that may be available to it as a result of the Commonwealth's disclosure of Requested Information pursuant to the RTKL.
7. The Grantee's duties relating to the RTKL are continuing duties that survive the expiration of this Grant and shall continue as long as the Grantee has Requested Information in its possession.

Federal Funding Accountability and Transparency Act of 2006

Grant Provisions – Federal Funding Accountability and Transparency Act of 20061. Registration and Identification Information

Grantee must maintain current registration in the Central Contractor Registration (www.ccr.gov) at all times during which they have active federal awards funded pursuant to this agreement. A Dun and Bradstreet Data Universal Numbering System (DUNS) number (www.dnb.com) is one of the requirements for registration in the Central Contractor Registration.

Grantee must provide its assigned DUNS number, and DUNS + 4 number if applicable, to the Commonwealth along with grantee's return of the signed grant agreement. The Commonwealth will not process this grant until such time that grantee provides this information.

2. Primary Location

Grantee must provide to the Commonwealth the primary location of performance under the award, including the city, state, congressional district, and country. If performance is to occur in multiple locations, then grantee must list the location where the most amount of the grant award is to be expended pursuant to this grant agreement.

Grantee must provide this information to the Commonwealth along with grantee's return of the signed grant agreement. The Commonwealth will not process this grant until such time that grantee provides this information.

3. Compensation of Officers

Grantee must provide to the Commonwealth the names and total compensation of the five most highly compensated officers of the entity **if--**

(i) the entity in the preceding fiscal year received—

(I) 80 percent or more of its annual gross revenues in federal awards; and

(II) \$25,000,000 or more in annual gross revenues from federal awards; and

(ii) the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. § 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986.

If the grantee does not meet the conditions listed above, then it must specifically affirm to the Commonwealth that the requirements of this clause are inapplicable to the grantee.

Grantee must provide this information along with grantee's return of the signed grant agreement. The Commonwealth will not process this grant until such time that grantee provides such information.

Federal Funding Accountability and Transparency Act Sub-recipient Data Sheet

Sub grantee must provide information along with Sub grantee's return of the signed grant agreement. The Commonwealth will not process the grant until such time that Sub grantee provides such information

DUNS NUMBER

DUNS Number:
 DUNS Number + 4 (if applicable):

[INSTRUCTIONS: Sub grantee must provide its assigned DUNS number, and DUNS + 4 number if applicable. Sub grantee must maintain current registration in the Central Contractor Registration (www.ccr.gov) at all times during which they have active federal awards funded pursuant to their sub-grant agreement. A Dun and Bradstreet Data Universal Numbering System (DUNS) Number (www.dnb.com) is one of the requirements for registration in the Central Contractor Registration.]

PRIMARY LOCATION

City:
 State:
 Zip+4:

[INSTRUCTIONS: Sub grantee must provide to the Commonwealth the primary location of performance under the award, including the city, State, and zip code including 4-digit extension. If performance is to occur in multiple locations, then Sub grantee must list the location where the most amount of the grant award is to be expended pursuant to the grant agreement.]

COMPENSATION OF OFFICERS

Officer 1 Name:	
Officer 1 Compensation:	
Officer 2 Name:	
Officer 2 Compensation:	
Officer 3 Name:	
Officer 3 Compensation:	
Officer 4 Name:	
Officer 4 Compensation:	
Officer 5 Name:	
Officer 5 Compensation:	

By marking the following box
 Sub grantee affirms they do not meet
 the conditions for reporting highly
 compensated officials.

[INSTRUCTIONS: Sub grantee must provide to the Commonwealth the names and total compensation of the five most highly compensated officers of the entity if--

- (i) the entity in the preceding fiscal year received—
 - (I) 80 percent or more of its annual gross revenues in Federal awards; and
 - (II) \$25,000,000 or more in annual gross revenues from Federal awards: and

(ii) the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986.

If the Sub grantee does not meet the conditions listed above, then it must specifically affirm to the Commonwealth that the requirements of this clause are inapplicable to the Sub grantee.

Attachment E

Certificate of Liability Insurance