

(Insert Name of Grant Here) 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 _____

July 1, 2017

End Date _____

June 30, 2020

When fully executed, this application becomes a grant agreement between the Pennsylvania Department of Labor & Industry, hereafter referred to as the Department, and

_____ 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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Information and Instructions

Grants awarded by the PA Department of Labor & Industry Bureau of Workforce Development Administration (BWDA), to carry out activities pursuant to the Workforce Innovation and Opportunity Act (WIOA), Workforce Investment Act (WIA), Wagner-Peyser, Trade Adjustment Assistance (TAA) and other federal and state programs are issued under a fully executed Workforce Development Grant Agreement between the PA Department of Labor & Industry and the grantee.

1. *Complete the Workforce Development Grant Application/Agreement*

Grant Agreement Number – To be completed by bureau staff.

Legal Name of Grant Applicant – Enter the legal name. In order to receive funds in a timely manner this information must match the Commonwealth's System Application Products (SAP) records.

Doing Business As (dba) Name – Enter the doing business as name. If the legal name and dba name are the same, enter the legal name.

Address/State/Zip Code – Enter the current mailing address. In order to receive funds in a timely manner this information must match the Commonwealth's SAP records.

Contact Person / Title – Enter the name and title of the individual to contact regarding this agreement.

Phone # / Fax # - Enter the phone number and fax number of the contact person.

Email address – Enter the email address of the contact person.

Type of Organization – Indicate whether the entity is a corporation, partnership, etc.

FEIN # - Enter the Federal Employer Identification Number assigned to this entity.

SAP Vendor ID – Enter the SAP Vendor ID. If the entity does not have a SAP Vendor ID, the entity must apply for one at the following website:

<http://www.vendorregistration.state.pa.us> or call the Vendor Data Management Unit at 717-346-2676 or 1-877-435-7363. All vendors, contractors or sub recipients of the Commonwealth are required to obtain a SAP Vendor ID number to receive prompt payment.

Start Date / End Date – To be completed by bureau staff

2. *Sign the Agreement*

Printed Name and Title of Authorized Representative – The person authorized to sign for the entity must print or type name and title.

Signature of Authorized Representative – The person authorized to sign for the entity must sign here. The following are signature requirements for the various legal entities:

- a. **Contracts with Individuals:** A contract with an individual shall show the individual as the contractor and be signed by the individual in his/her own name. A contract with an individual doing business as a firm shall be signed by that individual in his/her own name and will ordinarily take the following form:

John Doe

John Doe, an individual doing business as (dba)

John Doe Company

- b. **Contracts with Partnerships:** A contract with a partnership shall show the partnership name as the contractor. The contract needs to be signed by only one partner if the authority of that partner to bind the partnership has been established. (Evidence required to establish the authority of a particular partner to bind the partnership, including whether the partner is a general or limited partner, shall be determined by the agency and its agency counsel.)

- c. **Contracts with Corporations:** A contract with a corporation shall show the corporate name as the contractor. The individual authorized to sign the contract on behalf of the corporation shall sign and indicate his/her official title.

NOTE: Contracts submitted without required original signatures will be returned unapproved.

3. ***Grant Provisions – Right to Know Law 8-K-1580, 2/1/2010***

All sub-grantees are required to adhere to grant provisions pursuant to the Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, (“RTKL”). The provisions that address the sub-grantee’s duties relating to the RTKL are continuing duties that survive the expiration of this grant agreement and shall continue as long as the sub-grantee has requested information in its possession.

4. ***Grant Provisions – Federal Funding Accountability and Transparency Act of 2006 (FFATA)***

All sub-grantees are required to provide their Data Universal Numbering System (DUNS) number, the primary location of performance and names and total compensation of the five (5) most highly compensated officers. Enter the information on the attached FFATA information form. A grant application/agreement will not be processed until such time as it is in compliance with these provisions. To obtain a DUNS number, the requester must be registered in the System for Award Management (SAM) database at <https://www.sam.gov>. You may access or obtain a DUNS number at <http://fedgov.dnb.com/webform>.

5. ***Submit a copy of current bonding information with the completed grant application/agreement.***

The Transparency Act requires information disclosure concerning entities receiving federal financial assistance through federal awards such as grants. All persons authorized to receive state funds must be bonded for protection against loss. As a grant recipient, the entity is required to annually provide the current amount of bonding to ensure sufficient coverage. The amount of coverage must be higher than \$100,000 or an amount equal to the highest advance reserved through check or drawdown during the last program year or planned for the upcoming year. Sub-grantees may request a waiver of these requirements to maintain a lower bonding amount.

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. via the payment method indicated in the Grantee's SAP vendor account through the Commonwealth's Vendor Registration Site found at <https://www.vendorregistration.state.pa.us>; and
 - C. in accordance with other procedures for payment developed by the Department.
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 June 30, 2020, 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 the date that this grant agreement is fully executed by the Grantee and the Department and all approvals required by Commonwealth contracting procedures have been obtained, as indicated by the date of the last Commonwealth signature. 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 welllighted 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 firsttier 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. Grantee Responsibility Provisions

- 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 vendors by either searching the internet at <http://www.dgs.state.pa.us/> or contacting the:

Department of General Services
Office of Chief Counsel
603 North Office Building
Harrisburg, PA 17125
Telephone No. (717) 783-6472
Fax No. (717) 787-9138

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.

1. DEFINITIONS. For purposes of these Contractor Integrity Provisions, the following terms shall have the meanings found in this Section:
 - a. “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.
 - 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.
 - c. “Contractor” means the individual or entity including a grantee, that has entered into this contract or grant agreement with the Commonwealth.
 - d. “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.
 - e. “Financial Interest” means either:
 - (1) Ownership of more than a five percent interest in any business; or
 - (2) Holding a position as an officer, director, trustee, partner, employee, or holding any position of management.
 - f. “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.
 - g. “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.
2. In furtherance of this policy, Contractor agrees to the following:
 - a. 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.

- b. 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.
- c. 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.
- d. 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.
- e. Contractor certifies to the best of its knowledge and belief that within the last five years Contractor or Contractor Related Parties have not:
 - (1) been indicted or convicted of a crime involving moral turpitude or business honesty or integrity in any jurisdiction;
 - (2) been suspended, debarred or otherwise disqualified from entering into any contract with any governmental agency;
 - (3) had any business license or professional license suspended or revoked;
 - (4) 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
 - (5) 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.

- f. 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).
- g. 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.
- h. 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.
- i. 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.

- j. 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 any one 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.

23. 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.

24. 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:

- i. engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - ii. procure a commercial sex act during the period of time that the award is in effect; or
 - iii. 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;
 - i. is determined to have violated a prohibition in Paragraph A(1) of this award; or
 - ii. 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—
 - (A) associated with performance under this award; or
 - (B) 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).

25. *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 personam jurisdiction over it, and consents to service of process in any manner authorized by Pennsylvania law.

26. *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.

27. *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

Attachment A

determination shall not render void, invalid, or unenforceable any other section or part of any section of this grant agreement.

28. *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.
29. *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.

Grant Provisions – Federal Funding Accountability and Transparency Act of 2006

This Form Not Applicable to Non-Local Grantees

Attachment E

Certificate of Liability Insurance

Attachment F

Grant Narrative and Budget