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SUB-AWARD AGREEMENT

MADE this Effective Date - text (Ex 2nd day of November, 2018) BY AND BETWEEN TRWIB, INC., a Pennsylvania Nonprofit Corporation, with its principal office(s) located at 650 Smithfield St., Suite 2400, Pittsburgh, PA 15222 and its Federal Identification Number being 25-1898851, hereinafter called "PARTNER4WORK" AND Counterparty organization, a State of Organization Org Type Organization with its principal office(s) located at Company street address Company City, State, Zip, and its Federal Identification Number being FIN, hereinafter called "SUBRECIPIENT."

WITNESSETH:

WHEREAS, PARTNER4WORK is a local workforce development board established under section 3122 of the Workforce Innovation and Opportunity Act, 29 USCS § 3101 et seq. and/or its predecessor, the Workforce Investment Act, 29 U.S.C. §§ 2801 et seq.; and

WHEREAS, PARTNER4WORK is the financial and management entity that has the authority to grant Subawards.

WHEREAS, SUBRECIPIENT is willing to accept the PARTNER4WORK engagement to provide services described in **Exhibit A** under the terms and conditions set forth more fully below;

WHEREAS, SUBRECIPIENT and PARTNER4WORK agree that PARTNER4WORK shall incur no obligation or duty to make any disbursement hereunder this Agreement until PARTNER4WORK receives applicable funds from its funding sources;

WHEREAS, PARTNER4WORK desires to grant a "Subaward" to SUBRECIPIENT to provide services described herein in accordance with the requirements of the Workforce Innovation Opportunity Act, later referred to as "WIOA", and the regulations and guidelines promulgated thereunder and by Department of Labor, later referred to as "DOL", as well as other applicable law;

WHEREAS, certain information required by the Uniform Guidance, to be included in this Agreement with respect to the Subaward is set forth in the Subaward Data attached hereto as **Exhibit J** and is incorporate herein by reference'

WHEREAS, PARTNER4WORK, has entered an agreement with SUBRECIPIENT to provide the services pursuant to the terms of this Agreement.

NOW, THEREFORE, in consideration of mutual premises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, PARTNER4WORK and SUBRECIPIENT hereby agree as follows:

1. **SCOPE OF SERVICES.** PARTNER4WORK, engages SUBRECIPIENT as an independent contractor to perform the Services, as more particularly detailed on the Statement of Work, attached as **Exhibit A**, as the same may be amended from time to time (the "Services"), and SUBRECIPIENT agrees to perform such Services upon the terms and conditions stated therein (the "Scope of Work"). SUBRECIPIENT accepts such engagement and covenants that SUBRECIPIENT will devote and will cause its employees to devote their best efforts, knowledge and skill to the performance of the Services and such additional services as may be mutually agreed upon by PARTNER4WORK and SUBRECIPIENT. It is understood that the SUBRECIPIENT's Services shall be rendered at such times and places as directed by PARTNER4WORK.

2. **TERM.** Subject to the provisions, terms, and conditions of this Agreement, Services of the SUBRECIPIENT shall start as of the Effective Date - text (Ex 2nd day of November, 2018) (the "Effective Date") through the Term End Date - text (Ex 2nd day of November, 2018). The Term may be extended, at PARTNER4WORK's sole discretion, to cover any additional time during which the SUBRECIPIENT remains in control of any funds or other assets covered by this agreement. Any such extension of the Term will be documented by written amendment to this Agreement. Immediately upon termination of this Agreement as provided in this Agreement, for any reason, or upon the expiration of its Term, SUBRECIPIENT shall immediately surrender, upon request, to PARTNER4WORK all documents, whether finished or unfinished, data, studies, reports, records, and any other written or computerized documents or materials prepared by or on behalf of SUBRECIPIENT in performing the Services under this Agreement.

3. **COMPENSATION.**
 - a. **Payment of Funds.** Subject to the receipt of funds from various government and/or other funding sources, PARTNER4WORK shall disburse to SUBRECIPIENT, and SUBRECIPIENT shall accept as full compensation from PARTNER4WORK for the performance of Services under this Agreement an amount not to exceed \$<<[contract.formatNumber(contract.getAmount(), "#,###,###,###")]>>, ("Contract Sum") as set forth in **Exhibit C** ("Budget"). SUBRECIPIENT shall be reimbursed only for costs in accordance with the provisions, terms, and conditions of this Agreement.

 - b. **Invoices.** SUBRECIPIENT agrees to use the invoicing procedures outlined in this Agreement. On or before the tenth (10th) day of each month and in any event, no later than thirty (30) days after the earlier of the expiration or termination of this Agreement, SUBRECIPIENT shall submit invoices, for the most recent month ended, to PARTNER4WORK at accountspayable@partner4work.org, setting forth actual expenditures of SUBRECIPIENT in accordance with this Agreement.

PARTNER4WORK will pay late invoices at its' discretion; however, invoices received after the 10th of the month are *subject to* a penalty of up to 5% of the invoice amount. Invoices received after 90 days are *subject to* non-payment. For every invoice submitted, SUBRECIPIENT agrees to maintain and provide sufficient supporting documentation for all reimbursable costs and expenses, as further outlined herein. Supporting documentation shall be accounted for and capable of being cross-referenced and balanced with SUBRECIPIENT'S submitted general-ledger and invoice.

PARTNER4WORK shall promptly notify SUBRECIPIENT of any deficiencies in an invoice and SUBRECIPIENT shall resubmit a corrected invoice. The sufficiency of all invoices and/or supporting

documentation is determined solely by PARTNER4WORK in accordance with the supporting invoice documentation threshold and requirements defined herein:

Supporting Invoice Documentation Threshold & Requirements

Any single cost-purchase priced at \$500.00 or over shall be properly supported and accounted for in the monthly invoice. Documentation for individual cost items less than \$500.00 shall be maintained by the SUBRECIPIENT, however, need not be submitted with the monthly invoice. Supporting documentation shall include SUBRECIPIENT general-ledger, copies of timesheets for staff less than 100% charged, payroll registers, invoices, and proof-of-purchase materials as requested (such as canceled checks, proof of purchase, and/or signature of receipt for participant incentives). Cost purchases of less than \$500 are subject to audit by PARTNER4WORK. No administrative costs are to be charged to the wage funds (i.e. paid work experience and subsidized employment program participants). Incomplete or otherwise insufficient invoices shall be returned to the SUBRECIPIENT for proper submission.

The SUBRECIPIENT must provide PARTNER4WORK with an estimate (accrual) of monthly costs by the 10th of the month, in the event an invoice cannot be provided by the established due date.

c. Contingency. The payment of funds to SUBRECIPIENT under the terms of this Agreement shall be contingent on the receipt of such funds by PARTNER4WORK from applicable federal, state and private funding sources and shall be subject to SUBRECIPIENT'S continued eligibility to receive funds under the applicable provisions of state and federal laws and the Notice of Award. If the award amount of funds that PARTNER4WORK receives from state and federal funding sources is reduced, PARTNER4WORK reserves the right to reduce the amount of funds awarded under, or to terminate, this Agreement. PARTNER4WORK also reserves the right to deny payment for SUBRECIPIENT'S expenditures for Services where invoices and/or other reports are not submitted by the deadlines specified in Sections 3(b) above and 4(d) below. If PARTNER4WORK receives notice that said funds will not be provided or have been reduced or terminated for any reason whatsoever, PARTNER4WORK will endeavor to give written notice within ten (10) days of the receipt of such notice by PARTNER4WORK, but failure to give such notice by PARTNER4WORK shall impose no obligation or liability of any kind upon PARTNER4WORK. SUBRECIPIENT acknowledges that the availability of funding may not be known until SUBRECIPIENT has performed its obligations under this agreement. SUBRECIPIENT acknowledges that it still wishes to move forward with this agreement and recognizes that it will receive good and valuable consideration by entering this agreement even if it does not receive payment.

4. FINANCIAL ACCOUNTABILITY AND GRANT ADMINISTRATION.

a. Financial Management. SUBRECIPIENT shall maintain a financial management system and financial records and shall administer funds received pursuant to this Agreement in accordance with all applicable federal and state requirements, including without limitation: (i) the Uniform Guidance, 2 C.F.R. Part 200; and (ii) the Pennsylvania Department of Labor & Industry Financial Management Guide. SUBRECIPIENT shall adopt such additional financial management procedures as may from time to time be prescribed by PARTNER4WORK if required by applicable laws, regulations or guidelines from its federal and state government funding sources. SUBRECIPIENT shall maintain detailed, itemized documentation and records

of all income received and expenses incurred pursuant to this Agreement.

b. Limitations on Expenditures. SUBRECIPIENT shall not be reimbursed or otherwise compensated for any expenditures incurred or services provided prior to the Effective Date, or following the earlier of the expiration or termination of this Agreement. PARTNER4WORK shall only reimburse SUBRECIPIENT for documented expenditures incurred during the Agreement Term that are: (i) reasonable and necessary to carry out the Services; (ii) documented by contracts or other evidence of liability consistent with established PARTNER4WORK and SUBRECIPIENT procedures; and (iii) incurred in accordance with all applicable requirements for the expenditure of funds payable under this Agreements.

c. Indirect Cost Rate. SUBRECIPIENT who elect to use a Federally approved Indirect Cost Rate for the administrative portion of their contract recognizes and understands that, in most cases, an indirect cost rate is the aggregate of indirect administrative cost and indirect programmatic costs. In order for PARTNER4WORK to make the determination of the portion relative to administrative expense, PARTNER4WORK will need to see supporting documentation adequate to support the rate (i.e. Indirect Cost Rate Proposal). In no instance shall direct or indirect administrative costs exceed 10% of overall programmatic expenditures (TANF – 15%).

The Subaward Data attached hereto as **Exhibit J** may contain information on PARTNER4WORKS' indirect cost rate under the Notice of Award. The indirect cost rate information, if any, indicated in the Budget attached hereto as **Exhibit C** shall apply to the Subaward.

d. Improper Payments. Any item of expenditure by Subrecipient under the terms of this Agreement which is found by auditors, investigators, and other authorized representatives to be improper, unallowable, in violation of federal or state law or the terms of the Notice of Award or this Agreement, or involving any fraudulent, deceptive, or misleading representations or activities of SUBRECIPIENT, shall become SUBRECIPIENT'S liability, to be paid by SUBRECIPIENT from funds other than those provided by PARTNER4WORK under this Agreement or any other agreements between PARTNER4WORK and SUBRECIPIENT. This provision shall survive the expiration or termination of this Agreement.

e. Disallowed Costs. The grant award can only be used as set forth in the Scope of Work and specifically may not be used to pay for the costs associated with the items below:

1. Equipment, personal or real property, and/or building construction;
2. Any projects which would violate any conditions of a collective bargaining agreement; and
3. Any costs incurred for work related to the Services that: 1) are expended before the Effective date or after the termination date of the grant, or 2) are costs that are not directly related to and necessary to carry out the Scope of Work; and
4. Any costs inconsistent with applicable laws, regulations and rules of the federal, state or local government and the policies of PARTNER4WORK.

5. Any costs disallowed under any regulatory circulars issued by the Office of Management & Budget ("OMB"), including but not limited to the cost principles provided in "OMB Circular" 2 C.F.R. 200, 200.0 through 200.521.

These disallowed costs will not be reimbursed. Any funds paid toward those costs or costs that are not authorized by the Scope of Work, which are deemed as disallowed, shall be returned immediately to PARTNER4WORK. PARTNER4WORK may take all necessary actions to recoup disallowed costs.

Disallowed or questioned costs may be identified through a monitoring report, investigation, review, or audit. If payment was previously rendered by PARTNER4WORK, SUBRECIPIENT shall refund and promptly repay such payment amount to PARTNER4WORK within thirty (30) days of the issuance of the finding-report or other final non-appealable determination.

- f. Salary Limitation. Funds provided to SUBRECIPIENT under this Agreement shall not be used to pay the salary of an individual at a rate more than the Federal Executive Level II limitations.
- g. Audited Financial Statements. In any fiscal year in which SUBRECIPIENT expense \$750,000 or more in federal awards during such fiscal year, including awards received as a subrecipient, SUBRECIPIENT must comply with the federal audit requirements contained in the Uniform Guidance, 2 CFR Part 200 Subpart F, including the preparation of an audit by an independent Certified Public Accountant in accordance with the Single Audit Act Amendments of 1996, 31 U.S.C. 7501-7507, and with Generally Accepted Accounting Principles. If SUBRECIPIENT expends less than \$750,000 in federal awards in any fiscal year, it is exempt from federal audit requirements, but its records must be available for review by PARTNER4WORK and appropriate officials of Federal Awarding Agency, and it must still have a financial audit performed for that year by an independent Certified Public Accountant. SUBRECIPIENT shall provide PARTNER4WORK with a copy of SUBRECIPIENT'S most recent audited financial statements, federal Single Audit report, if applicable (including statements, schedule of expenditures of federal awards, schedule of findings and questioned costs, summary of prior audit findings, and corrective action plan, if applicable), and management letter within thirty (30) days after execution of this Agreement and thereafter within nine (9) months following the end of SUBRECIPIENT'S most recently ended fiscal year.
- h. Closeout. Final payment request(s) under this Agreement must be received by PARTNER4WORK no later than thirty (30) days from the earlier of the expiration date or termination date of this Agreement. No payment request will be accepted by PARTNER4WORK after this date without authorization from PARTNER4WORK. In consideration of the execution of this Agreement by PARTNER4WORK, SUBRECIPIENT agrees that acceptance of final payment from PARTNER4WORK will constitute an agreement by SUBRECIPIENT to release and forever discharge PARTNER4WORK, its agents, employees, representatives, affiliates, successors and assigns from any and all claims, demands, damages, liabilities, actions, causes of action or suits of any nature whatsoever, which SUBRECIPIENT has at the time of acceptance of final payment or may thereafter have, arising out of or in any way relating to any and all injuries and damages of any kind as a result of or in any way relating to this Agreement. SUBRECIPIENT's obligations to PARTNER4WORK under this Agreement shall not terminate until all closeout requirements are completed to the satisfaction of PARTNER4WORK. Such requirements shall include, without limitation, submitting final

reports to PARTNER4WORK and providing any closeout-related information requested by PARTNER4WORK by the deadlines specified by PARTNER4WORK. This provision shall survive the expiration or termination of this Agreement.

5. METHOD OF PAYMENT.

PARTNER4WORK shall distribute the funds to SUBRECIPIENT as provided in **Exhibit B**. The disbursement of funds under this Agreement by PARTNER4WORK to SUBRECIPIENT shall be on the following basis:

- A. PARTNER4WORK shall not be obligated to make any payments to SUBRECIPIENT until it has received funds from various government and/or other funding sources.
- B. All funds disbursed by PARTNER4WORK to the SUBRECIPIENT under this Agreement shall be made pursuant to this Agreement and following receipt, review, and approval of a final report on the Services. In addition:
 - i. Funds allocated hereunder shall only be disbursed upon receipt of invoices and delivery of items outlined in the Scope of Services and;
 - ii. Payment shall be made upon satisfactory performance of the Scope of Services as determined by PARTNER4WORK and after receipt and approval by PARTNER4WORK of an invoice certified by an officer or officers of SUBRECIPIENT, itemizing the rates and charges set forth therein.
- C. SUBRECIPIENT shall not incur any costs directly or indirectly for the Services beyond the Term of this Agreement.
- D. In no event, shall the amount disbursed to the SUBRECIPIENT by PARTNER4WORK under this Agreement exceed the amount set forth in this Agreement and such amount shall be disbursed to the SUBRECIPIENT by PARTNER4WORK in accordance with the provisions, terms, and conditions of this Agreement.
- E. Budget line items may not be altered unless a formal written request for modification with a detailed justification is submitted to and approved in advance by PARTNER4WORK in writing. A revised Line Item Project Budget must be submitted in conjunction with any budget modification request.

Where SUBRECIPIENT's actual expenses exceed 10% of any line item specified herein, SUBRECIPIENT shall notify PARTNER4WORK in writing by next invoice submittal and submit a budget modification request to PARTNER4WORK for approval at accountspayable@partner4work.org. Budget modification requests will not be accepted or approved after April 1st of the Contract year.

- F. Expenditures. SUBRECIPIENT's actual expenditures shall amount to no less than ninety percent (90%) of its budgeted amount on an individual funding-source level. Where appropriate and at a frequency determined solely by PARTNER4WORK, SUBRECIPIENT

expenditures shall be monitored to ensure spending is trending accordingly. Upon conclusion of such an assessment, PARTNER4WORK reserves the right to issue compliance findings to SUBRECIPIENT, de-obligate funds, or take any alternatively reasonable action it deems appropriate. In such case, PARTNER4WORK shall notify SUBRECIPIENT in writing with the results of its assessment as well as support for any resulting action(s) deemed necessary by PARTNER4WORK.

- G. Any indirect costs charged must be consistent with the conditions of this Agreement. In addition, PARTNER4WORK may require a more detailed budget breakdown than the one contained herein, and the SUBRECIPIENT shall provide such supplementary budget information in a timely fashion in the form and content prescribed by PARTNER4WORK.
- H. In the event PARTNER4WORK and/or the SUBRECIPIENT anticipates that the total funds allocated for this Agreement will not be expended in the time and manner as required herein, PARTNER4WORK reserves the right to extract said portion for other eligible projects/purposes. In such event, an amendment to this Agreement revising the amount of compensation will be executed.
- I. Use and Reversion of Assets. If applicable, the use and disposition of real property and equipment under this Agreement shall follow the requirements applicable laws and regulations, which include but are not limited to the following:
 - 1. The SUBRECIPIENT shall transfer to PARTNER4WORK any funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
 - 2. Real property under the SUBRECIPIENT's control that was acquired or improved, in whole or in part, with funds under this Agreement more than \$25,000 shall be used to meet one of the relevant objectives until SEVEN (7) years after expiration of this Agreement or such longer period as the PARTNER4WORK deems appropriate. If the SUBRECIPIENT fails to use the funds-assisted real property in a manner consistent with this Agreement for the prescribed period, the SUBRECIPIENT shall pay PARTNER4WORK an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-distributed funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to PARTNER4WORK and shall be made within thirty (30) days of the termination of this Agreement. The SUBRECIPIENT may otherwise retain real property acquired or improved under this Agreement after the expiration of the seven-year period or such longer period as PARTNER4WORK deems appropriate.
 - 3. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that the funds received under this Agreement were used to acquire the equipment. Equipment not needed by the SUBRECIPIENT for activities under this Agreement shall be (a) transferred to PARTNER4WORK for the program or (b) retained after compensating the PARTNER4WORK an

amount equal to the current fair market value of the equipment less the percentage of non-program funds used to acquire the equipment.

6. COOPERATION IN MONITORING AND EVALUATION.

- a. PARTNER4WORK Responsibilities. PARTNER4WORK shall monitor, evaluate and provide guidance and direction to SUBRECIPIENT in the conduct of Approved Services performed under this Agreement. PARTNER4WORK has the responsibility to determine whether SUBRECIPIENT has spent funds in accordance with applicable laws, regulations, including the federal audit requirements and agreements and shall monitor the activities of SUBRECIPIENT to ensure that SUBRECIPIENT has met such requirements. PARTNER4WORK may require SUBRECIPIENT to take corrective action if deficiencies are found.
- b. SUBRECIPIENT Responsibilities.
 - i. SUBRECIPIENT shall permit PARTNER4WORK to carry out monitoring and evaluation activities, including any performance measurement system required by applicable law, regulation, funding sources guidelines or by the terms and conditions of the applicable Notice of Prime Award, and SUBRECIPIENT agrees to ensure, to the greatest extent possible, the cooperation of its agents, employees and board members in such monitoring and evaluation efforts. This provision shall survive the expiration or termination of this Agreement.
 - ii. SUBRECIPIENT shall cooperate fully with any reviews or audits of the activities under this Agreement by authorized representatives of PARTNER4WORK or federal of state agency and SUBRECIPIENT agrees to ensure to the extent possible the cooperation of its agents, employees and board members in any such reviews and audits. This provision shall survive the expiration or termination of this Agreement.
 - iii. SUBRECIPIENT understands that all books and records pertaining to this Agreement, including payroll and attendance records of participating employees, are subject to inspection by PARTNER4WORK, State of Pennsylvania officials, and the U.S. Department of Labor and others for auditing, monitoring, or investigating activities pursuant to this Agreement. Said books and records shall be maintained for a period of SEVEN (7) years beyond the completion of the Agreement. If SUBRECIPIENT receives notice of any litigation or claim involving the grant award or otherwise relating to this agreement, SUBRECIPIENT shall retain records until otherwise instructed by PARTNER4WORK.

7. RECORD RETENTION AND ACCESS.

The following requirements are established for retention of records related to all PARTNER4WORK programs and activities and pertain to all SUBRECIPIENT's receiving funds. Each SUBRECIPIENT is required to establish and maintain these retention requirements for all funds:

- A. All financial and program records, including any supporting documents, must be retained for at least SEVEN (7) years from the date the Pennsylvania Department of Labor and Industry submits its final expenditure report for each program to the United States Department of Labor.
 - B. If any litigations, claims or audits are begun prior to the expiration of the four-year period, all records shall be retained until those litigations, claims or audits relating to those records have been resolved.
 - C. Records relating to non-expendable personal property must be retained for at least SEVEN (7) years after final disposition of the property. SUBRECIPIENT must obtain written permission from PARTNER4WORK prior to the destruction of any records.
 - D. If this contract is canceled for any reason, SUBRECIPIENT is responsible for providing all program and fiscal records that relate to this contract to PARTNER4WORK.
8. **INDEPENDENT CONTRACTOR RELATIONSHIP.** SUBRECIPIENT shall act as an independent contractor to PARTNER4WORK and nothing contained in this Agreement shall be construed to create the relationship of employer and employee, a partnership, or participants in a joint venture of any kind or nature. SUBRECIPIENT shall have no authority to enter any binding contracts with third parties on behalf of PARTNER4WORK, unless otherwise requested in writing by PARTNER4WORK to do so. SUBRECIPIENT shall be responsible for any liabilities, costs, fees, and expenses, including applicable unemployment compensation insurance and workers' compensation insurance, of SUBRECIPIENT's employees and agents
9. **ASSURANCES AND CERTIFICATIONS.** SUBRECIPIENT hereby acknowledges and agrees to comply with all relevant statutory, regulatory and policy provisions related to SUBRECIPIENT's performance under this Agreement, including, without limitation:
- A. **COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS.**
 - i. SUBRECIPIENT shall know, fully obey and comply with all applicable federal, state, and local laws, ordinances, Executive Orders and any administrative regulations duly made in accordance therewith which are applicable to the Services performed under this Agreement. This specifically includes, but it not limited to, all requirements under The Workforce Innovation and Opportunity Act, 29 USCS § 3101 et seq. and/or its predecessor, the Workforce Investment Act, 29 U.S.C. §§ 2801 et seq.; the Federal Lobbying Disclosure Act, 2 U.S.C. § 1601 et seq. ("FLDA"); The Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g, 34 C.F.R. Part 99 ("FERPA"); and The Pennsylvania Right-to-Know Law, 65 P.S. § 67.101 et seq. ("RTKL"). SUBRECIPIENT's responsibilities under the RTKL shall survive the termination of this Agreement and shall continue if SUBRECIPIENT possesses any information covered by the RTKL. SUBRECIPIENT agrees to comply with the requirements set forth in **Exhibit F**, relating to the RTKL.
 - ii. The SUBRECIPIENT also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this Agreement, including all applicable requirements and provisions set forth in 2 CFR 200, 200.0 through 200.521, including, without limitation, the applicable uniform cost

principles included in appropriate circulars or rules of the Office of Management and Budget and the appropriate uniform administrative requirements for grants and agreements applicable for the type of entity receiving the funds, as promulgated in circulars or rules of the Office of Management and Budget. which SUBRECIPIENT acknowledges receipt of. The SUBRECIPIENT further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

- iii. SUBRECIPIENT has reviewed, understands and shall comply with the obligations set forth in the Workforce Development Grant Agreement between PARTNER4WORK and the Pennsylvania Department of Labor & Industry.
- iv. SUBRECIPIENT shall not: (a) influence or attempt to influence any Commonwealth employee to breach any standards of ethical conduct for Commonwealth employees or to breach any other commonwealth or federal law or regulation; (b) offer, give, or agree or promise to give any gratuity to any government official, employee or any other person if acceptance would violate the terms of any code of conduct or any statute, regulation, statement of policy, management directive or any other published standard of the Commonwealth of Pennsylvania; (c) directly or indirectly offer, confer or agree to confer any pecuniary benefit on anyone as consideration for a decision, opinion, recommendation, vote or other exercise of discretion or violation of a known legal duty; (d) accept or agree to accept from any person, any gratuity in connection with the performance of the Scope of Work; (e) disclose any information, documents or other data provided by or prepared for PARTNER4WORK, except as required by the RTKL other law, as consented to in writing by the Commonwealth of Pennsylvania or PARTNER4WORK, or as otherwise provided in this Agreement.
- v. SUBRECIPIENT shall ensure that: 1) No participant engages in partisan or nonpartisan political activities during hours for which the participant is paid with funds; and 2) No participant, at any time, engages in partisan or nonpartisan political activities in which such participant represents himself/herself as a spokesperson of the program;
- vi. SUBRECIPIENT shall cooperate with any investigation of alleged breaches of these ethical standards conducted by the Office of Inspector General and understands that breach of this Section of the Agreement may lead to immediate termination of the Agreement by PARTNER4WORK.

B. FEDERAL AND GRANT REQUIREMENTS. In addition to the above requirements, SUBRECIPIENT shall comply with all applicable provisions of the laws, regulations and Executive Orders cited, and agrees to be subject to all other applicable requirements and provisions contained below:

- i. Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646), Titles II & III (42 U.S. 1437(c), 1437(f), 4601, 4602, 4621-4636, 4638, 4651-4655 et seq.);
- ii. "Government Audit Standards", 1994 Revisions, by the Comptroller General of the United States, General Accounting Office";
- iii. United States Code, as amended, Sections 1501-1508 of Title 5, (formerly the Hatch Act) Political Activity Information;

- iv. Commonwealth of Pennsylvania’s Governor’s Office’s Management Directive 215.3, as amended, “Field Procurement Handbook”;
- v. Flood Disaster Protection Act;
- vi. Balanced Budget Act of 1997;
- vii. Copeland “Anti-Kickback” Act (18 U.S.C. 874 and 40 U.S.C. 276c), as supplemented by Department of Labor regulations (29 CFR part 3, “SUBRECIPIENTS and SUBRECIPIENTS on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each SUBRECIPIENT or sub recipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency.
- viii. Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, “Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction”). Under this Act, SUBRECIPIENT shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, SUBRECIPIENTS shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the Federal awarding agency.
- ix. Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 et seq), Section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. 470), EO 11593, the Archaeological and Historic Preservation Act of 1974, the Laboratory Animal Welfare Act of 1966, the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et seq., as amended.
- x. All applicable requirements of all other Federal and State laws, executive orders, regulations and policies governing this program.

C. PROHIBITION ON LOBBYING. SUBRECIPIENT assures that it will comply with the requirements of the Federal Lobbying Act. In addition, SUBRECIPIENT certifies that:

- i. SUBRECIPIENT shall not use any funds received pursuant to this Agreement for (A) publicity or propaganda purposes; or (B) the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat (i) the enactment of legislation before Congress or any State or local legislature or legislative body; or(ii) any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government; and

- ii. SUBRECIPIENT shall not use any funds received pursuant to this Agreement to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment or issuance of legislation, appropriations, regulations, administrative action, or an Executive order proposed or pending before Congress or any State government, or a State or local legislature or legislative body; and
- iii. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered. Submission of this certification is a prerequisite for making or entering this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. SUBRECIPIENT hereby agrees that all SUBRECIPIENTS under this Agreement shall include this certification.
- iv. SUBRECIPIENT shall comply with the requirements of the Lobbying Disclosure Act, 65 Pa.C.S. 13A01, et seq. and the regulations promulgated pursuant to that law, if applicable.

D. RELOCATION

- i. SUBRECIPIENT will not use any funds received pursuant to this Agreement to encourage or induce the relocation of a business or part of a business if such relocation would result in a loss of employment for any employee of such business at the original location and such original location is within the United States.
- ii. SUBRECIPIENT will not use any funds received pursuant to this Agreement for any business or part of a business that has relocated, until the date that is 120 days after the date on which such business commences operations at the new location, if the relocation of such business or part of a business results in a loss of employment for any employee of such business at the original location and such original location is within the United States.
- iii. SUBRECIPIENT will not use any funds received pursuant to this Agreement for employment generating activities, investment in revolving loan funds, capitalization of businesses, investment in contract bidding resource centers, economic development activities, or similar activities, that are not directly related to training for eligible individuals under the Act. No funds received to carry out an activity under subtitle B of the Act shall be used for foreign travel.

E. NONDISCRIMINATION; SEXUAL HARASSMENT; AFFIRMATIVE ACTION

- i. SUBRECIPIENT agrees to comply with applicable local and state civil rights laws and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

- ii. SUBRECIPIENT shall not discriminate in its employment based on race, color, religion, ancestry, national origin, place of birth, sex, age, disability, non-job related handicap, or sexual orientation. SUBRECIPIENT shall comply with the applicable provisions of the Pittsburgh Code, Title Six - Conduct, Article V - Discrimination, and any amendments thereto. SUBRECIPIENT shall also comply with the applicable provisions of Title I and Title II of the Americans with Disabilities Act, and any amendments thereto and any regulations issued thereunder.

The Parties hereto have the capability and shall comply with Section 188 of the Workforce Innovation and Opportunity Act, including but not limited to the nondiscrimination and equal opportunity provisions found in 29 CFR part 38, Section 188, as well as all other regulations implementing the laws listed in 29 CFR 38.25 and shall remain in compliance for the duration of the award of federal financial assistance.

- iii. SUBRECIPIENT agrees to comply with the nondiscrimination in employment and contracting opportunities laws, regulations and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279 and any future amendments. SUBRECIPIENT acknowledges that the applicable nondiscrimination provisions in Section 109 of the HCDA are still applicable.
- iv. SUBRECIPIENT agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program.
- v. SUBRECIPIENT shall not discriminate on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), on the basis of disability under section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), on the basis of sex under title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.), or on the basis of race, color, or national origin under Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), drug abuse under the Drug Abuse Office and Treatment Act of 1972, alcohol abuse or alcoholism under the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, Sections 23 and 527 of the Public Health Services Act of 1912 (relating to confidentiality of alcohol and drug abuse patient records, Title VIII of the Civil Rights Act of 1968 (sale, rental or financing of house), Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, and any other nondiscrimination provisions in the specific statute(s) under which Federal assistance is utilized. SUBRECIPIENT shall not in any manner discriminate against or intimidate any of its employees because of gender, race, creed, national origin or sexual identity.
- vi. No individual shall be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in the administration of or about, any such program or activity because of race, color, religion, sex (except as otherwise permitted under title IX of the Education Amendments of 1972), national origin, age, disability, or political affiliation or belief.
- vii. In hiring of any employee(s) for the manufacture of supplies, performance of work, or

any other activity required under an applicable grant agreement or any subaward agreement, contract or subcontract, SUBRECIPIENT or any person acting on behalf of SUBRECIPIENT, shall not discriminate 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.

- viii. SUBRECIPIENT or any person acting on behalf of SUBRECIPIENT shall not discriminate in violation of the PHRA and applicable federal laws against or intimidate any of its employees.
- ix. SUBRECIPIENT shall establish and maintain a written nondiscrimination and sexual harassment policy and shall inform their employees of the Policy. The Policy must contain a provision that sexual harassment will not be tolerated and employees who practice it will be disciplined. SUBRECIPIENT shall disseminate notice to all employees of the existence of such policy. 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.
- x. SUBRECIPIENT shall not discriminate in violation of the PHRA and applicable federal laws against any subgrantee, contractor, SUBRECIPIENT or supplier who is qualified to perform the work to which the grant relates.
- xi. SUBRECIPIENT 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. SUBRECIPIENT represents that it has filed a Standard Form 100 Employer Information Report ("EEO-1") with the U.S. Equal Employment Opportunity Commission ("EEOC") and shall file an annual EEO-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. SUBRECIPIENT will, upon request and within time periods requested by PARTNER4WORK and/or the Commonwealth, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to their books, records, and accounts by the granting agency and the Bureau of Small Business Opportunities ("BSBO"), for ascertaining compliance with the provisions of this Nondiscrimination/Sexual Harassment Clause.
- xii. No funds may be used to support any religious or anti-religious activity.
- xiii. Participants shall not be employed to carry out the construction, operation, or maintenance of any part of any facility that is used or to be used for sectarian instruction or as a place for religious worship (except with respect to the maintenance of a facility that is not primarily or inherently devoted to sectarian instruction or religious worship, in a case in which the organization operating the facility is part of a program or activity providing services to participants).
- xiv. No person may discriminate against an individual who is a participant in a program or activity associated with this Agreement with respect to the terms and conditions

affecting, or rights provided to, the individual, solely because of the status of the individual as a participant. 29 USC 3248(a)(4).

- xv. Participation in programs and activities or receiving funds under this Agreement shall be available to citizens and nationals of the United States, lawfully admitted permanent resident aliens, refugees, asylees, and parolees, and other immigrants authorized by the Attorney General to work in the United States.
- xvi. SUBRECIPIENT will use its best efforts to afford small businesses, minority business enterprises and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in Section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purposes of this definition, "minority group members" are Black Americans, Hispanic Americans, Native Americans, Asian Pacific Americans, and other minorities, or any other individual found to be disadvantaged by the Administration pursuant to Section 8(a) of the Small Business Act, as amended. The SUBRECIPIENT may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.
- xvii. SUBRECIPIENT shall incorporate in any subcontracts which may be permitted under the terms of this Agreement a requirement that said SUBRECIPIENTS also comply with the provisions of this Section. SUBRECIPIENT shall, in all solicitations or advertisements for employees placed by or on behalf of the SUBRECIPIENT, state that it is an Equal Opportunity or Affirmative Action employer. SUBRECIPIENT understands that a breach of this Section may result in termination or cancellation of this Agreement.

F. WAGES

If applicable, SUBRECIPIENT shall compensate on-the-job training employees at the same rates, including periodic increases, as trainees or employees who are similarly situated in similar occupations by the same employer and who have similar training, experience, and skills, and such rates shall be in accordance with applicable law, but in no event less than the higher of the rate specified in section 6(a)(1) of the Fair Labor Standards Act of 1938 (29 U.S.C. 206(a)(1)) or the applicable State or local minimum wage law.

G. LABOR STANDARDS

- i. If applicable, the SUBRECIPIENT agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The SUBRECIPIENT agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The SUBRECIPIENT shall maintain documentation that demonstrates compliance with hour

and wage requirements of this part. Such documentation shall be made available to PARTNER4WORK for review upon request.

- ii. SUBRECIPIENT shall not use any funds provided under this Agreement shall to pay the wages of incumbent employees during their participation in economic development activities provided through a statewide workforce development system.
- iii. Participating employees shall not displace (including a partial displacement, such as a reduction in the hours of no overtime work, wages, or employment benefits) any currently employed employee (as of the date of the participation).
- iv. Participating employees shall not impair an existing contract for services or collective bargaining agreement, and no such activity that would be inconsistent with the terms of a collective bargaining agreement shall be undertaken without the written concurrence of the labor organization and employer concerned.
- v. A participating employee shall not be employed in a job if-- (A) any other individual is on layoff from the same or any substantially equivalent job; (B) the employer has terminated the employment of any regular employee or otherwise reduced the workforce of the employer with the intention of filling the vacancy so created with the participant; or (C) the job is created in a promotional line that will infringe in any way upon the promotional opportunities of currently employed individuals (as of the date of the participation).
- vi. Health and safety standards established under Federal and State law otherwise applicable to working conditions of employees shall be equally applicable to working conditions of on-the-job training employees.
- vii. Workers' Compensation. To the extent that Pennsylvania workers' compensation law applies, the SUBRECIPIENT hereby certifies that it has accepted the provisions of the Workers' Compensation and Occupational Disease Acts, as amended and supplemented, insofar as the work covered by this Agreement is concerned, and that it has insured its liability thereunder in accordance with the terms of said Acts, or has duly filed a proper certificate of exemption from insurance with the Pennsylvania Department of Labor and Industry.
- viii. Participating employees shall be provided benefits and working conditions at the same level and to the same extent as other trainees or employees working a similar length of time and doing the same type of work.
- ix. New hires cannot have worked for the vendor in any capacity — including past employee, SUBRECIPIENT, leased or temporary — or be related to the business owner.
- x. Persons previously employed by this SUBRECIPIENT may not be considered for skills training in a same, similar or upgraded position.

H. RESPONSIBILITY AND INTEGRITY.

- i. Taxes. SUBRECIPIENT certifies that it is current in the payment of all applicable federal, state, and local taxes, as well as filing all applicable returns or reports for these taxes and has no other Commonwealth obligations. If PARTNER4WORK determines that there is an outstanding delinquency, SUBRECIPIENT hereby grants PARTNER4WORK the right to set-off that indebtedness against any amounts owing to SUBRECIPIENT under the terms of this Agreement. PARTNER4WORK reserves the right to apply setoff payments in whatever manner it deems appropriate.
- ii. Debarment. SUBRECIPIENT certifies that its officers or employees have not been proposed for debarment, debarred or suspended, or otherwise excluded from or ineligible to participate in Federal or state assistance programs.
- iii. SUBRECIPIENT further certifies that, if it becomes delinquent in the payment or taxes if any suspension or debarment should occur during the Term of this Agreement, SUBRECIPIENT will report such event to PARTNER4WORK. Such report shall be sent as a written notice addressed to the Chief Executive Officer of PARTNER4WORK, signed and dated by SUBRECIPIENT, postmarked within ten days of the reportable event, and in form and substance substantially like that provided in **Exhibit H** hereto.
- iv. SUBRECIPIENT agrees to reimburse the Commonwealth for the reasonable costs of investigation of its suspension or debarment. 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.
- v. SUBRECIPIENT agrees to the SUBRECIPIENT INTEGRITY PROVISIONS set forth in **Exhibit I** hereto.
- vi. SUBRECIPIENT shall cooperate with any investigation of alleged breaches of these ethical standards of the Office of Inspector General and understands that breach of SUBRECIPIENT Integrity Provisions contained in this Section may lead to immediate termination of the Agreement and suspension of SUBRECIPIENT from conducting any future business with the Commonwealth of Pennsylvania.

I. USE OF FUNDS

- i. The funds may not be used to promote, assist or deter union organization.
- ii. SUBRECIPIENT further agrees to abide by the Section 511 of the Consolidated Appropriations Act, 2010 (P.L. 111-117, Division E) that no funds shall be directly or indirectly provided to the Association of Community Organizations for Reform Now (ACORN) or any of its subsidiaries.
- iii. No funds shall be used for employment generating activities, investment in revolving loan funds, capitalization of businesses, investment in contract bidding resource centers, economic development activities, or similar activities, that are not directly related to training for eligible individuals.
- iv. No funds received shall be used for foreign travel.

- v. No funds provided under this title shall be used to pay the wages of incumbent employees during their participation in economic development activities provided through a statewide workforce development system.

J. MISCELLANEOUS

- i. SUBRECIPIENT assures that participants require or currently do not demonstrate the skills covered by this Agreement and that a genuine need exists in the occupation for which training is being provided.
- ii. SUBRECIPIENT certifies that it will abide by the Commonwealth requirements regarding Small Disadvantaged Business (SDB) utilization, including but not limited to the requirements of the Bureau of Minority & Women Business Opportunities, (BMWBO) Office and that it has read and will abide by the requirements of the "Special Provisions for Invitations for Bids, Certified SDB." See www.dgs.state.pa.us, DGS Keyword: BMWBO; Federal Vendor database is available at <http://www.sba.gov/>.
- iii. SUBRECIPIENT assures that it will comply with the Fair Labor Standards Act of 1938 also known as Child Labor Laws, as applicable. Child Labor Laws (29 USC 203): Employment of Minors Between Fourteen (14) and Sixteen (16) Years of Age (Subpart C), Occupations Particularly Hazardous for the Employment of Minors Between Sixteen (16) and Eighteen (18) Years of Age or Detrimental to Their Health or Well-being (subpart E).
- iv. SUBRECIPIENT will comply with the requirements of the federal Drug-Free Work Place Act. SUBRECIPIENT will comply with the applicable requirements of the federal Fair Labor Standards Act, the Pennsylvania Child Labor Law, the Pennsylvania Minimum Wage standards and any Safety Rules and/ or Procedures required by the Occupational Safety and Health Administration (OSHA), the Pennsylvania Department of Labor and Industry or any other regulatory agency.
- v. In the event the Agreement calls for services to minors, SUBRECIPIENT shall comply with and obtain all clearances required by law, including, without limitation, the Child Protective Services Law, 23 Pa.C.S. § § 6301—6385 and all regulations promulgated thereunder.
- vi. SUBRECIPIENT agrees to comply with the requirements of the Pro-Children Act of 1994; Public Law 103-277, Part C-Environmental Tobacco Smoke (also known as Pro-Children Act of 1994) which requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted by an entity and used routinely or regularly for the provision of health care services, day care and education to children under the age of 18, if the services are funded by Federal programs whether directly or through State and Local governments.
- vii. Clearances.
 - a. Generally, when required by applicable law or regulation, SUBRECIPIENT shall require all applicants for employment with SUBRECIPIENT to submit with an

application, prior to initiating employment, a report of Criminal History Record information from the Pennsylvania State Police or a statement from the Pennsylvania State Police that the State Police Central Repository contains no such information relating to that person obtained within ninety (90) days of the date of application for employment. SUBRECIPIENT shall maintain the Criminal History Record Information in the applicant's file and shall use the information of felony and misdemeanor convictions to the extent to which they relate to the applicant's suitability for employment in the position for which he/she has applied. SUBRECIPIENT shall provide written notice to PARTNER4WORK if any agent, servant, or employee of SUBRECIPIENT is charged and/or convicted of any crime that would relate to the ability of the agent, servant, or employee of SUBRECIPIENT to provide or perform the Services.

- b. Additional Requirements relating to Minors. SUBRECIPIENT shall obtain all clearances required by law. At a minimum, SUBRECIPIENT shall maintain the following clearances for all SUBRECIPIENT staff and volunteers and worksite staff and volunteers having direct interaction with minors: Pennsylvania State Police Criminal History Reports, Pennsylvania Department of Public Welfare Child Abuse History Reports and Clearances, and FBI background clearances.

10. REPORTING REQUIREMENTS.

- A. SUBRECIPIENT shall submit to PARTNER4WORK, concurrently with the execution of this Agreement, the data or documents listed in **Exhibit G** (the "Required Submissions"). The Required Submissions shall be sent in writing and in form and substance substantially like that provided in the form Disclosure Letter attached hereto as **Exhibit G**. SUBRECIPIENT shall provide a PARTNER4WORK Notification Form if any submitted information changes **during the Term (as defined below) of this Agreement. If any reportable event, as** provided herein, should occur during the Term of this Agreement, SUBRECIPIENT shall submit to PARTNER4WORK within ten days of the event, a written PARTNER4WORK Notification Form in form and substance substantially like that provided in **Exhibit H** hereto.
- B. Program Income. The SUBRECIPIENT shall report all program income generated by activities carried out with funds made available under this Agreement monthly. The use of program income by the SUBRECIPIENT shall comply with the requirements of this Agreement and applicable law. By way of further limitations, the SUBRECIPIENT may use such income during the contract period for activities permitted under this Agreement and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the **PARTNER4WORK at the end of the Term. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to PARTNER4WORK**
- C. Failure to provide such information, or any information requested by PARTNER4WORK pursuant to this Agreement shall result in a material default.

11. INTERRUPTION: POSTPONEMENT; ABANDONMENT. PARTNER4WORK has the right to suspend,

postpone or abandon the Services if PARTNER4WORK determines in its sole discretion that such suspension, postponement or abandonment is in the best interests of PARTNER4WORK. In the event the Services are suspended, postponed or interrupted, SUBRECIPIENT shall not be entitled to any further payment for such Services, or any part thereof, beyond and in excess of the amount due at that time, and final payment shall be based on the proportionate amount of the funds earned to such date. If required for the satisfactory completion of the Services, or any phase thereof, SUBRECIPIENT may be reimbursed for extra costs that are actually and necessarily incurred provided PARTNER4WORK provides prior written approval.

12. CONFIDENTIAL INFORMATION; RIGHTS TO INTELLECTUAL PROPERTY.

- A. See **Exhibit E** for the Confidentiality Agreement attached to this Subaward. In addition:
- B. All work performed by SUBRECIPIENT for PARTNER4WORK hereunder shall be deemed to be "work for hire" and shall become the sole and exclusive property of PARTNER4WORK. SUBRECIPIENT hereby assigns to PARTNER4WORK (and agrees to cause any personnel of SUBRECIPIENT performing the Services hereunder to assign to PARTNER4WORK) all of their respective right, title, and interest in and to any and all intellectual property rights, discoveries, inventions (whether patentable or not), technological innovations, improvements, and copyrightable works directly or indirectly created, prepared or otherwise discovered by him in connection with, or as a result of, SUBRECIPIENT's performance of its obligations under this Agreement (collectively, the "Intellectual Property"). At the request of PARTNER4WORK, both during the Term of this Agreement and thereafter, SUBRECIPIENT shall (and shall cause any personnel of SUBRECIPIENT performing Services hereunder to) perform all lawful acts and execute, acknowledge, and deliver any documents deemed by PARTNER4WORK to be necessary or advisable to vest or maintain in PARTNER4WORK all right, title, and interest in and to the Intellectual Property or any portion thereof.
- C. Promptly upon the request of PARTNER4WORK and in any event promptly upon the termination of this Agreement, SUBRECIPIENT shall deliver to PARTNER4WORK any and all tangible embodiments (regardless of form or media) of the Confidential Information and any and all materials relating to any of the Intellectual Property, technological innovations, improvements, or copyrightable works produced in connection with this Agreement and which are then in SUBRECIPIENT's possession or subject to its control. SUBRECIPIENT shall not retain any copies, excerpts, or portions of any of the foregoing or any derivations therefrom.
- D. SUBRECIPIENT will follow the confidentiality requirements for wage and education records required by the Family Educational Rights and Privacy Act of 1974 (FERPA), 20 U.S.C. §1232g; 34 CFR Part 99, as amended, WIOA and applicable departmental regulations.

13. INDEMNIFICATION. SUBRECIPIENT hereby agrees to indemnify, save and holds harmless, and defend PARTNER4WORK, its officers, agents and employees from and against all liens, charges, claims, demands, losses, costs, judgments, liabilities, and damages of every kind and nature whatsoever, including courts costs and attorney's fees arising by reason of: the performance by SUBRECIPIENT of any services under this Agreement; any act, error or omission of SUBRECIPIENT

or of an agent, employee, licensee, SUBRECIPIENT or subcontractor of SUBRECIPIENT; and any breach by SUBRECIPIENT of any of the terms conditions or provisions of this Agreement. It is the intent of the parties that this provision shall survive the expiration of the term of this Agreement.

- 14. SUBCONTRACTING.** None of the Services covered by this Agreement shall be subcontracted without the prior written approval of PARTNER4WORK, which shall not be unreasonably withheld. SUBRECIPIENT shall be bound by all the terms and conditions of this Agreement.
- 15. INSURANCE.** SUBRECIPIENT agrees that all employees and participants involved in this Agreement are covered by any applicable insurances (e.g., Workers' Compensation, Unemployment Compensation, Social Security or Liability Insurance) and that SUBRECIPIENT is responsible for paying said premiums.

Specifically, prior to or upon execution of this Agreement by PARTNER4WORK, SUBRECIPIENT shall provide certificates of insurance duly executed by the officers or authorized representatives of a responsible and non-assessable insurance company, evidencing the following coverage and identifying PARTNER4WORK and any other entity designated by PARTNER4WORK as an additional insured, which insurance will be occurrence (rather than claims-made) and non-cancelable except upon thirty (30) days prior written notice to PARTNER4WORK:

- A. Comprehensive Commercial General Liability Insurance policy, covering all Services to be performed and all obligations assumed under the terms of this Agreement, with limits of not less than One Million Dollars (\$1,000,000) per occurrence and Aggregate of not less than Two Million Dollars (\$2,000,000).
 - B. Automobile Liability Insurance policy, with limits of not less than One Million Dollars (\$1,000,000) per occurrence, combined single limit for bodily injury (including death) and property damage liability covering all owned, non-owned, and hired vehicles.
 - C. Workers' Compensation Insurance in compliance with the Pennsylvania Worker's Compensation Act.
 - D. Privacy/Cyber Liability Security Insurance, not less than one million dollars (\$1,000,000) to include breach remediation, notification expenses, and ongoing credit monitoring. Coverage should include unauthorized access and use, failure of security, breach of confidential information, as well as breach mitigation costs and regulatory coverage.
 - E. SUBRECIPIENT shall maintain the above insurance throughout the Term of this Agreement and Cyber Insurance through the term of the record retention period.
- 16. ABSENCE OF RIGHTS IN THIRD PARTIES.** No provision of this Agreement shall be construed in any manner to create any rights in third parties who are not signatories to this Agreement. It shall be interpreted solely to define specific duties and responsibilities between PARTNER4WORK and SUBRECIPIENT and shall not provide any basis for claims of any other individual, partnership, corporation, organization, or municipal entity.
- 17. NOTICES.** All notices required or permitted to be given to either party under this Agreement shall be in writing and shall be deemed to have been duly given if hand-delivered, sent by overnight

courier, mailed by United States certified mail, postage prepaid, sent by facsimile or e-mail, in each case properly addressed to such party at the address set forth below for such party, or to such other address as such party may specify by written notice duly given in accordance with the requirements of this Section 17:

If to PARTNER4WORK: PARTNER4WORK
Attn: Contract Department
650 Smithfield St., Suite 2400
Pittsburgh, PA 15222
Email: contracts@partner4work.org
Fax: (412) 552-7091

If to SUBRECIPIENT: Counterparty organization
Attn: Notices Sent to: Full Contact Name
Company street address
Company City, State, Zip

Any notice given in accordance with the requirements of this Section 17 shall be deemed to have been duly given upon receipt thereof by the party to which such notice is addressed.

18. **ASSIGNMENT.** SUBRECIPIENT shall not assign this Agreement or any right to funds to be paid hereunder without the written consent of PARTNER4WORK, which shall be absolute. Any assignments shall be evidenced in writing and this Agreement shall be binding upon the parties and their respective successors and assigns.
19. **AMENDMENT.** This Agreement and the Statement of Work contain all terms and conditions agreed upon by the parties hereto, and no other agreement, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto. In addition:
 - A. The parties may amend this Agreement at any time if such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization. Such amendments shall not invalidate this Agreement, nor relieve or release the parties from their obligations under this Agreement.
 - B. PARTNER4WORK may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both parties.
20. **APPLICABLE LAW.** This Agreement shall be construed under the laws of the Commonwealth of Pennsylvania, without regard to conflicts of law provisions.
21. **SUSPENSION OR TERMINATION.**
 - A. If SUBRECIPIENT fails to comply with Federal statutes, regulations or the terms and conditions

of a Federal award, PARTNER4WORK may impose additional conditions, as described in 2 C.F.R. 200.207 (Specific conditions). If PARTNER4WORK determines that noncompliance cannot be remedied by imposing additional conditions, PARTNER4WORK may take one or more of the following actions, as appropriate in the circumstances:

- i. Temporarily withhold cash payments pending correction of the deficiency by the SUBRECIPIENT or more severe enforcement action by PARTNER4WORK.
- ii. Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.
- iii. Wholly or partly suspend or terminate the Federal award.
- iv. Recommend that the federal awarding agency initiate suspension or debarment proceedings as authorized under 2 CFR part 180 and Federal awarding agency regulations.
- v. Withhold further Federal awards for the project or program.
- vi. Take other remedies that may be legally available.

B. The Agreement may be terminated in whole or in part as follows:

- i. By PARTNER4WORK if SUBRECIPIENT fails to comply with the terms and conditions of a Federal award;
- ii. By PARTNER4WORK for cause;
- iii. By PARTNER4WORK with the consent of the SUBRECIPIENT, in which case the two parties must agree to the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated; or
- iv. By the SUBRECIPIENT upon sending to PARTNER4WORK written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if PARTNER4WORK determines in the case of partial termination that the reduced or modified portion of the Federal award or subaward will not accomplish the purposes for which the Federal award was made, PARTNER4WORK may terminate the Federal award in its entirety.

C. PARTNER4WORK may provide written notification to SUBRECIPIENT when monitoring reports show nonperformance. SUBRECIPIENT may be given a time frame to initiate corrective action or respond to the report. If no corrective action is taken or permitted, the contract will be terminated. Time frames for corrective action will be determined at the sole discretion of PARTNER4WORK and set forth in the monitoring letter.

D. PARTNER4WORK shall be liable only for payment for Services rendered prior to the effective date of termination. If this Agreement is terminated pursuant to subparagraphs

(B)(i) or (B)(ii) PARTNER4WORK may assume the duties or replace SUBRECIPIENT and prosecute the same to completion by contract or otherwise, and SUBRECIPIENT shall be liable for any additional costs incurred by PARTNER4WORK. PARTNER4WORK may withhold any payments to SUBRECIPIENT to set-off or partial payment of amounts owed to PARTNER4WORK by SUBRECIPIENT.

- E. Notwithstanding the foregoing, PARTNER4WORK may immediately terminate this Agreement if the federal grant which funds the Scope of Work is terminated for any reason or if SUBRECIPIENT fails to report any event enumerated on the PARTNER4WORK Notification Form attached hereto as **Exhibit H**.

22. GENERAL CONDITIONS.

- A. If any reportable events, as described in the Agreement, should occur during the Term of the Agreement, SUBRECIPIENT shall send a PARTNER4WORK Notification Form as further described in Section 10 hereto.
- B. SUBRECIPIENT shall complete and/or execute the following attachments which shall be part of this Agreement:

- Exhibit A: Statement of Work
- Exhibit B: Method of Payment
- Exhibit C: Budget
- Exhibit D: Reports
- Exhibit E: Confidentiality Agreement
- Exhibit F: Right to Know Law – Grant Provisions (Form# 8-K-1580)
- Exhibit G: Disclosure Letter
- Exhibit H: Partner4Work Notification Form
- Exhibit I: Subrecipient Integrity Provision
- Exhibit J: Subaward Data

**EXHIBIT A
STATEMENT OF WORK**

THIS STATEMENT OF WORK (this "Statement of Work") is dated as of the Effective Date - text (Ex 2nd day of November, 2018) (the "Effective Date") and is made pursuant to, and from and after the Effective Date, is hereby incorporated into and made a part of Sub-Award <<[contract.getCustomFields().get("Prefix 1")]>><<[contract.getCustomFields().get("Prefix 2")]>>-auto_sequence:

**EXHIBIT B
METHOD OF PAYMENT**

THIS METHOD OF PAYMENT ("Method of Payment") is dated as of the Effective Date - text (Ex 2nd day of November, 2018) (the "Effective Date") and is made pursuant to, and from and after the Effective Date, is hereby incorporated into and made a part of Sub-Award <<[contract.getCustomFields().get("Prefix 1")]>><<[contract.getCustomFields().get("Prefix 2")]>>-auto_sequence:

- Subject to and upon the receipt of funds from the funding sources, PARTNER4WORK shall disburse funds to SUBRECIPIENT upon receipt of SUBRECIPIENT’S timely and properly supported invoices. These funds will be disbursed by PARTNER4WORK to SUBRECIPIENT on a reimbursement basis in accordance with the provisions, terms and conditions of this Agreement including, but not limited to the “Budget,” set forth in **Exhibit C** of this Agreement. To be eligible for payment, SUBRECIPIENT shall act in strict accordance with the invoicing requirements defined within Section 3(b) of this Agreement and summarized below.
- Invoice Requirements:
 - Section 3(b) states that SUBRECIPIENT shall include each the following with each invoice, where appropriate:
 - a general ledger copy that can be cross-referenced with its’ submitted invoice;
 - copies of timesheets for staff less than 100% charged;
 - payroll registers; and
 - receipts or similar proof of purchase for cost items more than \$500.

The disbursement of funds under this Agreement by PARTNER4WORK to SUBRECIPIENT shall be on the following basis:

- By the 10th of the month, SUBRECIPIENT shall submit to PARTNER4WORK, at accountspayable@partner4work.org, a statement of the actual costs incurred by SUBRECIPIENT during the preceding month. Such statements shall be certified true and correct by SUBRECIPIENT authorized signer. PARTNER4WORK, upon approving such statements, shall make payment to SUBRECIPIENT upon receipt of funds from the funding agency.
- SUBRECIPIENT shall not incur any costs directly or indirectly for the program beyond the termination date of this Agreement.
- Agreement close-out documents must be submitted by SUBRECIPIENT to PARTNER4WORK not more than thirty (30) days after termination of this Agreement.
- SUBRECIPIENT will be reimbursed for expenses incurred upon receipt of a signed invoice and reporting template provided by PARTNER4WORK.
- SUBRECIPIENT shall submit a general ledger summary from their financial management system supporting the monthly invoices submitted for this program. This general ledger summary will be used for fiscal monitoring procedures, and the SUBRECIPIENT should have adequate supporting documentation at their offices that agree to the invoice amounts.
- SUBRECIPIENT must maintain monthly enrollment and reporting in order to receive payment.

Performance-Based Payments

N/A

**EXHIBIT C
BUDGET**

THIS BUDGET (this "Budget") is dated as of the Effective Date - text (Ex 2nd day of November, 2018) (the "Effective Date") and is made pursuant to, and from and after the Effective Date, is hereby incorporated into and made a part of Sub-Award <<[contract.getCustomFields().get("Prefix 1")]>><<[contract.getCustomFields().get("Prefix 2")]>>-auto_sequence:

In no event, shall the reimbursable amount disbursed to SUBRECIPIENT by PARTNER4WORK under this Agreement exceed the lesser of \$<<[contract.formatNumber(contract.getAmount(), "#,###,###,###")]>> dollars or the actual costs incurred by SUBRECIPIENT. Subject to the receipt of funds from various government and/or other funding sources, PARTNER4WORK shall disburse said funds to SUBRECIPIENT. SUBRECIPIENT shall be reimbursed only for costs in accordance with the provisions, terms, and conditions of this Agreement.

Any indirect costs charged must be consistent with the conditions of this Agreement. In addition, PARTNER4WORK may require a more detailed budget breakdown than the one contained herein, and the SUBRECIPIENT shall provide such supplementary budget information in a timely fashion in the form and content prescribed by PARTNER4WORK.

Where SUBRECIPIENT's actual expenses exceed 10% of any line item specified herein, SUBRECIPIENT shall notify PARTNER4WORK in writing by next invoice submittal and submit a budget modification request to PARTNER4WORK for approval at accountspayable@partner4work.org. Budget modification requests will not be accepted or approved after April 1st of the Contract year.

<p><u>Expenditures</u>. SUBRECIPIENT actual expenditures shall amount to no less than ninety percent (90%) of its budget amount on an individual funding-source level. <i>See also</i> Section 5(F), Method of Payment.</p>

EXHIBIT C (Budget)

**EXHIBIT D
REPORTS**

THIS REPORT (this "Report") is dated as of the Effective Date - text (Ex 2nd day of November, 2018) (the "Effective Date") and is made pursuant to, and from and after the Effective Date, is hereby incorporated into and made a part of Sub-Award <<[contract.getCustomFields().get("Prefix 1")]>><<[contract.getCustomFields().get("Prefix 2")]>>-auto_sequence:

SUBRECIPIENT must ensure all reports are submitted electronically via a secure email service provided by PARTNER4WORK. SUBRECIPIENT must follow the PARTNER4WORK Personally Identifiable Information (PII) Policy in the storage and transmission of PII.

N/A

EXHIBIT E
CONFIDENTIALITY AGREEMENT

THIS CONFIDENTIALITY AGREEMENT (this "CONFIDENTIALITY AGREEMENT") is dated as of the Effective Date - text (Ex 2nd day of November, 2018) (the "Effective Date") and is made pursuant to, and from and after the Effective Date, is hereby incorporated into and made a part of Sub-Award <<[contract.getCustomFields().get("Prefix 1")]>><<[contract.getCustomFields().get("Prefix 2")]>>-
auto_sequence:

PARTNER4WORK shall develop, obtain and use certain Confidential Information (defined herein) of third parties during research and operations. Consultants of PARTNER4WORK will receive and have access to this Confidential Information. This Confidential Information includes but is not limited to employment records, personal financial information, personal identifiers, such as name, address and tax identification number, operating data, personnel files, marketing data, customer lists and any other information of a private or sensitive nature. Consultants are not to use or disclose any such Confidential Information unless specific permission to do so has been granted by the Chief Executive Officer of PARTNER4WORK. This obligation exists even after the employee/SUBRECIPIENT leaves the employment/service of PARTNER4WORK.

The unauthorized disclosure of Confidential Information can subject an individual employee and PARTNER4WORK to liability. Disclosure of Confidential Information to unauthorized persons, or unauthorized access to, or misuse, theft, destruction, alteration, or sabotage of such Confidential Information, may result in the employee's immediate revocation of working privileges and may lead to legal action. Applicable federal and state laws related to protection of such Confidential Information shall be followed should an employee fail to seek permission for any use or disclosure of any Confidential Information.

NOW, THEREFORE, CONFIDANT, intending to be legally bound agree as follows:

1. "CONFIDENTIAL INFORMATION" mean all information in SAID FIELD supplied to CONFIDANT by or on behalf of PARTNER4WORK, except such information which:
 - a. prior to CONFIDANT's receipt thereof; (i) was generally publicly available or; (ii) was in CONFIDANT's possession, free of any restrictions on its use or disclosure and from a source other than PARTNER4WORK; or
 - b. after CONFIDANT's receipt, thereof; (i) becomes publicly available without the fault of CONFIDANT, or (ii) is acquired by CONFIDANT from a third party free of any restrictions on its use or disclosure.

It is understood, however, that CONFIDANT shall keep confidential the fact that any PARTNER4WORK disclosed information is similar or identical to any such excepted information.

2. For a period of one (1) year from the project conclusion, CONFIDANT shall:
 - a. utilize such CONFIDENTIAL INFORMATION only for SAID PURPOSE.

- b. not disclose CONFIDENTIAL INFORMATION to any third party, except as may be authorized in writing by PARTNER4WORK. The dissemination of such CONFIDENTIAL INFORMATION within CONFIDANT's internal organization shall be limited to those employees whose duties justify their need to know such information and then only based on clear understanding by such employees of their obligation to maintain the confidentiality of such information and to restrict the use thereof solely for SAID PURPOSE, and
 - c. promptly disclose to PARTNER4WORK any inventions or developments conceived or made during this period based on or derived from CONFIDENTIAL INFORMATION, and CONFIDANT hereby grants to PARTNER4WORK an irrevocable, royalty-free, non-exclusive, worldwide license, with the right to sublicense, with respect to any such inventions or developments.
- 3. No license to CONFIDANT under any PARTNER4WORK patents, CONFIDENTIAL INFORMATION, or other proprietary interests is specifically or impliedly granted by this Agreement.
 - 4. CONFIDANT acknowledges that CONFIDENTIAL INFORMATION supplied by PARTNER4WORK in written or other tangible form is the property of PARTNER4WORK and, upon written request, shall be promptly returned to PARTNER4WORK, together with all reproduction thereof, in any form, which CONFIDANT may have in its possession or control.
 - 5. This Agreement shall be governed by the law of the Commonwealth of Pennsylvania, U.S.A., exclusive of its provisions regarding conflict of laws.

Execution of the acceptance below shall bind CONFIDANT to all the conditions of this Agreement, effective as of the date below.

Name

Company street address
Company City, State, Zip

Signature

Date

EXHIBIT F
RIGHT TO KNOW LAW - GRANT PROVISIONS
(Form # 8-K-1580)

- a. Grantee or Subgrantee understands that this Grant Agreement and records related to or arising out of the Grant Agreement are subject to requests made pursuant to the Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, ("RTKL"). For these provisions, the term "the Commonwealth" shall refer to the granting Commonwealth agency.
- b. If the Commonwealth needs the Grantee's or Subgrantee's assistance in any matter arising out of the RTKL related to this Grant Agreement, it shall notify the Grantee or Subgrantee using the legal contact information provided in the Grant Agreement. The Grantee or Subgrantee, at any time, may designate a different contact for such purpose upon reasonable prior written notice to the Commonwealth.
- c. Upon written notification from the Commonwealth that it requires Grantee's or Subgrantee's assistance in responding to a request under the RTKL for information related to this Grant Agreement that may be in Grantee's or Subgrantee's possession, constituting, or alleged to constitute, a public record in accordance with the RTKL ("Requested Information"), Grantee or Subgrantee shall:
 1. Provide the Commonwealth, within ten (10) calendar days after receipt of written notification, access to, and copies of, any document or information in Grantee's or Subgrantee's possession arising out of this Grant Agreement that the Commonwealth reasonably believes is Requested Information and may be a public record under the RTKL; and
 2. Provide such other assistance as the Commonwealth may reasonably request, to comply with the RTKL with respect to this Grant Agreement.
- d. If Grantee or Subgrantee 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 Grantee or Subgrantee considers exempt from production under the RTKL, Grantee or Subgrantee must notify the Commonwealth and provide, within seven (7) calendar days of receiving the written notification, a written statement signed by a representative of Grantee or Subgrantee explaining why the requested material is exempt from public disclosure under the RTKL.
- e. The Commonwealth will rely upon the written statement from Grantee or Subgrantee 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, Grantee or Subgrantee shall provide the Requested Information within five (5) business days of receipt of written notification of the Commonwealth's determination.
- f. If Grantee or Subgrantee fails to provide the Requested Information within the time required by these provisions, Grantee or Subgrantee shall indemnify and hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur because

of Grantee's or Subgrantee's failure, including any statutory damages assessed against the Commonwealth.

- g. The Commonwealth will reimburse Grantee or Subgrantee 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.
- h. Grantee or Subgrantee 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, Grantee or Subgrantee 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 Grantee's or Subgrantee's failure, including any statutory damages assessed against the Commonwealth, regardless of the outcome of such legal challenge. As between the parties, Grantee or Subgrantee agrees to waive all rights or remedies that may be available to it because of the Commonwealth's disclosure of Requested Information pursuant to the RTKL.
- i. The Grantee's or Subgrantee's duties relating to the RTKL are continuing duties that survive the expiration of this Grant Agreement and shall continue if the Grantee or Subgrantee has Requested Information in its possession.

EXHIBIT G
DISCLOSURE LETTER

I, the undersigned certify that the information provided herein is true and correct as of the date hereof and am enclosing the documents and/or information listed below. Capitalized terms are defined in the Agreement between the undersigned Agency and PARTNER4WORK

A. SUBRECIPIENT'S Data Universal Number System ("DUNS") number, or the DUNS+4 number if applicable, together with the address of the primary location of performance of the Services and the name and compensation of SUBRECIPIENT's five most highly compensated officers.

B. The name and contact information for the Open Records Officer and a copy of SUBRECIPIENT's Right to Know policy and procedure that is compliant with the RTKL.

C. Annual notification of bonding amount, with such coverage being higher than \$100,000 or the amount of the highest advance reserved by check or drawdown during the last year, unless a waiver has been requested by SUBRECIPIENT.

D. Certificates of Insurance, as described in the Agreement.

E. SUBRECIPIENT's record retention policy, evidencing adequate safeguarding of documents and information related to the grant and record retention provisions that are compliant with those set forth in the Agreement.

F. A copy of the written sexual harassment policy which adheres to the requirements of this Agreement.

G. Affirmation that SUBRECIPIENT is not currently under any suspension or debarment by the Commonwealth or any governmental entity or, if any suspension or debarment exists, a written explanation of such.

H. A copy of the written business integrity policy which adheres to the requirements of this Agreement.

I. Affirmation that the SUBRECIPIENT certifies and represents that it has not violated any of the SUBRECIPIENT Integrity Provisions provided in the Agreement. Such affirmation includes:

(i) Affirmation that SUBRECIPIENT does not have a financial interest in any other SUBRECIPIENT, subcontract or supplier, including PARTNER4WORK providing goods or services related to the grant. If any financial interest does exist, disclosure must accompany this notice.

(ii) Disclosure of any activity by SUBRECIPIENT that is considered lobbying and is subject to registration and reporting under the FLDA and related regulations, as well as affirmation that SUBRECIPIENT has filed all necessary registrations and reports related to lobbying activities under FLDA.

J. Copies of SUBRECIPIENT's flood certificates if the Scope of Work involves construction taking place in a flood hazard area and the total cost of insurable construction and acquisition is at least \$10,000.

Agency Name: Counterparty organization

Authorized Signee Name

Signature

Date

EXHIBIT H
PARTNER4WORK NOTIFICATION FORM

This notification is provided pursuant to that certain Agreement entered by PARTNER4WORK and Counterparty organization, dated this Effective Date - text (Ex 2nd day of November, 2018), with the Agreement reference number <<[contract.getCustomFields().get("Prefix 1")]>><<[contract.getCustomFields().get("Prefix 2")]>>-auto_sequence. The undersigned has checked the box below indicating the type of disclosure being made hereby and has provided a brief description of the reportable events.

- A suspension or debarment by the Commonwealth of Pennsylvania or any other governmental agency
- Agency name change
- Violations of the anti-discrimination or sexual harassment provisions provided in Section 12 of the Agreement
- Violations of the SUBRECIPIENT Integrity Provisions as provided in Section 13 of the Agreement
- Lobbying activities that are registerable or reportable under the Lobbying Disclosure Act
- Other

Description of events, including relevant dates:

Agency Name: Counterparty organization

Signature

Date

EXHIBIT I
SUB-RECIPIENT INTEGRITY PROVISION

1. DEFINITIONS. For purposes of these SUBRECIPIENT 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 PARTNER4WORK/Commonwealth, if 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 the execution of this contract.
 - c. “SUBRECIPIENT” means the individual or entity, that has entered this contract with the PARTNER4WORK/Commonwealth.
 - d. “SUBRECIPIENT Related Parties” means any affiliates of the SUBRECIPIENT and the SUBRECIPIENT’s executive officers, Pennsylvania officers and directors, or owners of 5 percent or more interest in the SUBRECIPIENT.
 - 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 SUBRECIPIENT without seeking bids or proposals from any other potential bidder or offeror.
2. In furtherance of this policy, SUBRECIPIENT agrees to the following:
 - a. SUBRECIPIENT 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 SUBRECIPIENT or that govern contracting or procurement with the PARTNER4WORK/Commonwealth.

b. SUBRECIPIENT shall establish and implement a written business integrity policy, which includes, at a minimum, the requirements of these provisions as they relate to the SUBRECIPIENT activity with the PARTNER4WORK/Commonwealth and PARTNER4WORK/Commonwealth employees and which is made known to all SUBRECIPIENT employees. Posting these SUBRECIPIENT 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. SUBRECIPIENT, its affiliates, agents, employees and anyone in privity with SUBRECIPIENT shall not influence or attempt to influence, any PARTNER4WORK/Commonwealth employee to breach the standards of ethical conduct for PARTNER4WORK/Commonwealth employees or to breach any other state or federal law or regulation.

d. SUBRECIPIENT, its agents and employees shall not offer, give or agree to promise to give any gratuity to a PARTNER4WORK/Commonwealth official or employee or to any other person at the direction or request of any PARTNER4WORK/Commonwealth official or employee.

e. SUBRECIPIENT, its affiliates, agents, employees and anyone in privity with SUBRECIPIENT 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.

f. SUBRECIPIENT shall not have a financial interest in any other SUBRECIPIENT, subcontractor, or supplier providing services, labor, or material under this contract, unless the financial interest is disclosed to the PARTNER4WORK/Commonwealth in writing and the PARTNER4WORK/Commonwealth consents to SUBRECIPIENT's financial interest prior to PARTNER4WORK/Commonwealth execution of the contract. SUBRECIPIENT shall disclose the financial interest to the PARTNER4WORK/Commonwealth at the time of bid or proposal submission, or if no bids or proposals are solicited, no later than SUBRECIPIENT's submission of the contract signed by SUBRECIPIENT.

g. SUBRECIPIENT certifies to the best of its knowledge and belief that within the last five (5) years SUBRECIPIENT or SUBRECIPIENT 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 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 because 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 SUBRECIPIENT 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 PARTNER4WORK/Commonwealth will determine whether a contract may be entered with the SUBRECIPIENT. The SUBRECIPIENT's obligation pursuant to this certification is ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the SUBRECIPIENT shall have an obligation to immediately notify the PARTNER4WORK/Commonwealth in writing if at any time during the term of the contract it becomes aware of any event which would cause the SUBRECIPIENT's certification or explanation to change. SUBRECIPIENT acknowledges that the PARTNER4WORK/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 the contract.

SUBRECIPIENT 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, SUBRECIPIENT must also comply with the requirements of the *Section 1641 of the Pennsylvania Election Code (25 P.S. §3260a)*.

h. When SUBRECIPIENT has reason to believe that any breach of ethical standards as set forth in law, the Governor's Code of Conduct, or these SUBRECIPIENT 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, SUBRECIPIENT shall immediately notify the PARTNER4WORK/Commonwealth contracting officer or the Office of the State Inspector General in writing.

i. SUBRECIPIENT, 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 SUBRECIPIENT Integrity Provisions about the submission of the bid or proposal, during any contract negotiations or during the term of the contract, to include any extensions thereof. SUBRECIPIENT shall immediately notify the PARTNER4WORK/Commonwealth in writing of any actions for occurrences that would result in a violation of these SUBRECIPIENT Integrity Provisions. SUBRECIPIENT agrees to reimburse the PARTNER4WORK/Commonwealth for the reasonable costs of investigation incurred by the Office of the State Inspector General for investigations of the SUBRECIPIENT's compliance with the terms of this or any other agreement between the SUBRECIPIENT and the PARTNER4WORK/Commonwealth that results in the suspension or debarment of the SUBRECIPIENT. SUBRECIPIENT shall not be responsible for investigative costs for investigations that do not result in the SUBRECIPIENT's suspension or debarment.

j. SUBRECIPIENT shall cooperate with the Office of the State Inspector General in its investigation of any alleged PARTNER4WORK/Commonwealth agency or employee breach of ethical standards and any alleged SUBRECIPIENT non-compliance with these SUBRECIPIENT Integrity Provisions. SUBRECIPIENT agrees to make identified SUBRECIPIENT employees available for interviews at reasonable times and places. SUBRECIPIENT, 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 SUBRECIPIENT's integrity and compliance with these provisions. Such information may include, but shall not be limited to, SUBRECIPIENT's business or financial records, documents or files of any type or form that refer to or concern this contract. SUBRECIPIENT shall incorporate this paragraph in any agreement, contract or subcontract it enters during the performance of this contract/agreement solely for obtaining subcontractor compliance with this provision. The incorporation of this provision in a subcontract shall not create privity of contract between the PARTNER4WORK/Commonwealth and any such subcontractor, and no third-party beneficiaries shall be created thereby.

k. For violation of any of these SUBRECIPIENT Integrity Provisions, PARTNER4WORK and/or the Commonwealth may terminate this and any other contract with SUBRECIPIENT, 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 SUBRECIPIENT to complete performance under this contract, and debar and suspend SUBRECIPIENT 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 PARTNER4WORK and/or the Commonwealth may have under law, statute, regulation, or otherwise.

**EXHIBIT J
SUBAWARD DATA**

(i)	Subrecipient Name	Counterparty organization
(ii)	Subrecipient Unique Entity Identifier:	DUNS Number
(iii)	Federal Award Identification Number (FAIN) or State NOO Number:	FAIN
(iv)	Federal or State Date of Award to the Grant Recipient by the Federal Agency or Pass Through Entity:	Federal or State Date of Award
(v)	Subaward Period of Performance Start Date:	Term Start date
	Subaward Period of Performance End Date:	Term End date
(vi)	Amount of Federal Funds Obligated by this Action by the Pass-Through Entity to the Subrecipient:	<code>\$<<[contract.formatNumber(contract.getAmount(), "#,###,###,###")]>></code>
(vii)	Total Amount of Federal Funds Obligated to the Subrecipient by the Pass-Through Entity Including the Current Obligation:	\$Total Amount of Federal Funds
(viii)	Federal or State Award Program Name:	Award Program Name
(ix)	Name of Federal Awarding Agency:	Awarding Agency
	Name of Pass-Through Entity, if applicable:	Pass-Through Entity
(x)	CFDA Number and Name:	CFDA Number and Name
(xi)	Indirect Cost Rate for P4W Federal Award:	
	Subrecipient Indirect Costs:	See Exhibit C – Budget

PARTNER4WORK:

Signature

Kristin Kramer
Chief Financial Officer

Date

SUBRECIPIENT AUTHORIZED SIGNER:

Signature

Print Name

Print Title

Date

Commonwealth of Pennsylvania Governor's Office

Executive Order 2021-06

Title: Executive Order 2021-06, Worker Protection and Investment

Date: October 21, 2021

By Direction of: Tom Wolf, Governor

WHEREAS, the workforce of Pennsylvania is one of the state's strongest assets for vibrant, healthy communities and a strong economy; and

WHEREAS, every worker in Pennsylvania deserves a safe and healthy work environment and the protections afforded them through labor laws; and

WHEREAS, various industries are experiencing new challenges in recruiting and retaining workers as a result of the COVID-19 pandemic; and

WHEREAS, workers are reassessing and redefining what constitutes a quality job and how they are seeking to engage in work; and

WHEREAS, quality jobs start with ensuring that labor laws are followed for the health and well-being of workers; and

WHEREAS, quality jobs also include family-sustaining wages, quality benefits, growth opportunities, and other worker-centered policies; and

WHEREAS, employer commitment to protection and investment in their workers is not only required through labor law but also demonstrates value of their workforce; and

WHEREAS, employees who feel valued by their employer are more likely to experience job satisfaction and commitment to their work; and

WHEREAS, the well-being of the workforce correlates with the well-being of Pennsylvania's economy.

NOW, THEREFORE, I, Tom Wolf, Governor of the Commonwealth of Pennsylvania, by virtue of the authority vested in me by the Constitution of the Commonwealth of Pennsylvania and other laws of the Commonwealth do hereby order and direct as follows:

1. The Department of Labor & Industry and the Office of Administration shall study the feasibility of implementing Occupational Safety and Health Administration (OSHA) standards in Commonwealth offices.

2. The Department of Community and Economic Development (DCED), through the Governor’s Action Team, will continue to require a minimum wage that meets or exceeds the Commonwealth’s minimum wage as set forth in Executive Order 2016-02 As Amended, and will include a requirement for paid employee sick leave, in their criteria for offers of assistance, including offers of assistance involving the Redevelopment Assistance Capital Program, where otherwise not prohibited by law.

3. All agencies under the Governor’s jurisdiction that provide funding to for-profit businesses are to review existing programs and program guidelines and consider implementing a requirement for application, or consideration while review of applications, of a minimum wage consistent with the requirements under Executive Order 2016-02 As Amended and paid sick leave, where otherwise not prohibited by law.

4. All agencies of the Commonwealth, in collaboration with the Department of General Services, shall review and develop grantmaking and contracting processes that ensure any entity receiving an award has certified that it is in compliance with applicable Pennsylvania state labor and workforce safety laws including, but not limited to:

- a.** Construction Workplace Misclassification Act.
- b.** Employment of Minors Child Labor Act.
- c.** Minimum Wage Act.
- d.** Prevailing Wage Act.
- e.** Equal Pay Law.
- f.** Employer to Pay Employment Medical Examination Fee Act.
- g.** Seasonal Farm Labor Act.
- h.** Wage Payment and Collection Law.
- i.** Industrial Homework Law.
- j.** Construction Industry Employee Verification Act.

5. All agencies under the Governor's jurisdiction are to communicate to their current and future vendors the expectation of labor law compliance and potential impact on eligibility for state contracts and grants if the vendor is found to have violated any of Pennsylvania's labor or workforce safety laws.

6. The Department of Labor & Industry shall maintain a publicly available list of organizations that have been found to have violated labor laws, misclassified their workers, owe unemployment compensation back taxes, or fail to carry requisite workers' compensation insurance until they satisfy their legal obligations.

7. **Effective date.** This Executive Order shall take effect immediately and shall remain in effect unless revised or rescinded.