

CONTRACT FOR TANF YOUTH PROGRAMS
UNDER THE
PENNSYLVANIA DEPARTMENT OF LABOR AND INDUSTRY
AND THE PENNSYLVANIA DEPARTMENT OF PUBLIC WELFARE
BY AND BETWEEN

VENANGO TRAINING AND DEVELOPMENT CENTER, INC.
239 QUAKER DRIVE
SENECA, PA 16346
(VTDC)

AND

WARREN COUNTY SCHOOL DISTRICT
185 HOSPITAL DRIVE
WARREN, PA 16365
(CONTRACTOR)

Whereas, the Senate and the House of Representatives of the United States of America have enacted the Workforce Investment Act (WIA) of 1998 (P.L. 105-220) to implement a comprehensive workforce development system; and

Whereas, the Governor's Plan as approved by the Secretary, U.S. Department of Labor, identifies local workforce investment areas for the purpose of sub-state appropriation of funds pursuant to the Workforce Investment Act (hereinafter known as the Act); and

Whereas, the Chief Elected Officials of Clarion, Crawford, Erie, Forest, Venango and Warren Counties have made appointments to the Northwest Pennsylvania Workforce Investment Board (WIB), in accordance with the Act; and

Whereas, the WIB has incorporated and is known as the Regional Center for Workforce Excellence (RCWE) and

Whereas, the Chief Elected Officials have designated the VTDC as Fiscal Agent for Venango, Clarion, Forest, Crawford, & Warren counties in the Northwest Pennsylvania Workforce Investment Area; and

Whereas, the VTDC shall disburse funds for workforce investment activities at the direction of the local WIB, in accordance with Section 117 of the Act; and

Whereas, the VTDC has entered into a Memorandum of Understanding with the CONTRACTOR as a member of the Northwest PA CareerLink System One-Stop Operator Consortium;

Now, therefore, in consideration of the mutual promises contained herein, the parties intending to be legally bound hereby mutually understand and agree that:

A. **TERMS OF THE CONTRACT**

Commencing 1st Day of JULY, 2007 until terminating the 30th Day of June, 2008

The CONTRACTOR shall complete or cause to be completed all work under this contract on or before June 30, 2008. The VTDC reserves the option for extending the contract for a period not to exceed one additional year based on performance. Determination will be made ninety (90) days in advance of contract termination date.

B. **DEFINITION OF SERVICES**

The CONTRACTOR will conduct all operations in accordance with parameters set forth in Appendix I and approved by the VTDC in conjunction with the Local Elected Officials of the Northwest Pennsylvania Workforce Investment Area.

C. PERFORMANCE STANDARDS

The VTDC has not established performance standards for TANF Youth Programs. The CONTRACTOR is expected to meet or exceed the goals outlined in the program narrative (Attachment I).

D. FINANCIAL REQUIREMENTS

In consideration of the services to be rendered by the CONTRACTOR, the VTDC will reimburse the CONTRACTOR for all costs incurred within reason and as they relate to allowable expenditures according to the Workforce Investment Act (WIA); WIA rules and regulations; rules, regulations and statements of policy and procedure issued by the PA Department of Labor and Industry from time to time, including but not limited to the Financial Management Technical Assistance Guide then in force; and the policies and procedures of the VTDC including but not limited to policies and procedures covering procurement and property management. Any unexpended funds in the CONTRACTOR'S possession must be promptly returned to the VTDC upon contract termination. In any event, the gross maximum payment under the terms of this agreement shall not exceed **\$4,000.00 for Sub grant # 20080015- WARSCH** Additional information may be obtained from VTDC.

E. REPORTING REQUIREMENTS

The CONTRACTOR is responsible for the submission of an Invoice for Services, a Halfway Progress Report and a Final Progress Report to the VTDC. LATE OR INACCURATE submissions of reports are violations of this contract and may be considered adequate grounds for terminating this contract.

F. ASSURANCES AND CERTIFICATIONS

The CONTRACTOR fully recognizes, understands, certifies and agrees to comply with all Workforce Investment Act (WIA) regulations, State and Federal laws. A complete list of Assurances and Certifications can be accessed at VTDC headquarters.

G. SPECIAL CONTRACTUAL CIRCUMSTANCES

The VTDC acknowledges and will provide for payment of all allowable costs under this contract during the approved contract dates as described herein, although this contract may not have been fully signed and executed prior to legitimate costs being incurred. The VTDC will not reimburse the CONTRACTOR for any costs incurred prior to the commencement date of this contract.

H. CONTRACTOR AND WIB REPRESENTATION

This contract, as executed, represents an agreement between the VTDC and the CONTRACTOR for provision of services as identified in Appendix I. The primary intent of the VTDC's regional representation should be: regional coordination between various programs, contractors and funding streams; communication of needs directly with the WIB; and development of VTDC policy and strategy. It is therefore critical that VTDC members (non contractor related) or staff to the VTDC are involved in these efforts. As such, representation by employees of the CONTRACTOR on regional workforce development committees or task forces, for programs funded through the VTDC, must give prior notification to the Executive Director of the VTDC. This provision is to ensure the absence of any real or perceived conflict of interest on behalf of the CONTRACTOR, and to ensure input and dialogue is provided for all regional workforce programs and not solely for those designated in this contract. Representation, strictly for the purpose of communicating the program(s) addressed in this contract, or as a representative of the CONTRACTOR's non-TANF programs, is permitted without the above stipulation.

I. MARKETING MATERIAL AND FORMS

Any forms used for contracting with employers, program providers, or any other material used in promoting and marketing the programs of the VTDC must include reference to the partnership or affiliation with the VTDC, the PA CareerLink and the appropriate funding source. It is required that any promotional or marketing materials created and distributed in the future be developed in conjunction with and approved by the VTDC.

J. EXAMINATION OF RECORDS

The CONTRACTOR agrees to maintain and preserve all financial records, books, documents, trainee files and

attendance records; other evidence and accounting procedures and practices sufficient to reflect properly all direct and indirect costs; and other supporting documentation relating to this contract. The CONTRACTOR shall preserve and make available records until the expiration of at least three (3) years from the date of issue of the final Contractor Request for Funds (RFF) under each subgrant, and until such time that all pending litigations, claims or audits relating to those records have been resolved. To verify that reimbursements under each subgrant are accurate, complete and current, the VTDC or its duly authorized representative, shall, until the expiration of three (3) years from the date of final Contractor Request for Funds (RFF) under each subgrant, have the right to examine CONTRACTOR books, records, documents and other supporting data. During such time, the CONTRACTOR shall permit access to federal, state, and VTDC personnel, or their duly authorized representatives for purposes of monitoring or auditing all pertinent books, documents, papers and records (including computer records) involving transactions related to this contract. The CONTRACTOR shall further require all of its subcontractors to maintain records in the same manner and for the same purposes. Unsupported or disallowed costs of the CONTRACTOR shall be subject to repayment to the VTDC. All documentation and files relating to the TANF YOUTH PROGRAMS are the property of the VTDC and must be relinquished by contractor upon completion and/or cancellation of contracts.

Records containing physical or mental health must remain confidential and be kept in a separate file in a locked cabinet. Please refer to current revision of the VTDC Privacy Policy.

K. **TERMINATION CLAUSE**


The VTDC retains the right to terminate this contract with cause upon thirty (30) days written notice to the CONTRACTOR. All terms, conditions, liabilities and rights contained in this contract are subject to cancellation without prejudice or liability to the VTDC, except that the VTDC agrees to pay the CONTRACTOR the reasonable cost of all work completed by the date of termination of this contract, contingent upon the availability of Federal and State program funds and State legislative appropriations.

If, for any cause, the CONTRACTOR shall fail to fulfill the obligations under this contract in a timely and proper manner, or if the CONTRACTOR shall violate any provisions of certifications of this contract, the VTDC shall have the right to terminate this contract by giving written notice to the CONTRACTOR at least five (5) days prior to the effective date of the termination. In that event, all finished or unfinished documents, data, studies, photographs and reports or other material prepared by the CONTRACTOR under this contract shall be relinquished to the VTDC, at the option of the U.S. Department of Labor, the Commonwealth of Pennsylvania Department of Labor and Industry, other appropriate Departments of the U.S. Government or the Commonwealth of Pennsylvania; or the VTDC. The CONTRACTOR shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials, contingent upon the availability of Federal and State program funds and State legislative appropriations.

L. **LEGALLY BINDING**

The terms of this contract are intended to be legally binding on the parties, their successors and/or assigns. In **Witness whereof**, the VTDC and the CONTRACTOR have caused this contract to be executed effective on the 1st day of July, 2007.

ATTEST:
FOR THE VTDC:


Colleen A. Stuart, Chief Executive Officer

3-14-08
Date

FOR THE
CONTRACTOR:

Robert E. Terrill, Ed.D., Superintendent

Date

DEFINITION OF SERVICES

Subgrantee: **WARREN AREA SCHOOL DISTRICT**

Federal ID Number:

<u>Contact</u>	<u>Name</u>	<u>E-mail</u>	<u>Phone</u>	<u>Fax</u>
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Function: TANF YOUTH PROGRAM CONTRACTOR FOR WARREN COUNTY

GRANT TOTAL: \$4,000

\$1,000 MINI GRANT YOUNGSVILLE

\$1,000 MINI GRANT WARREN

\$1,000 MINI GRANT EISENHOWER

\$1,000 MINI GRANT SHEFFIELD

Certificate of Bonding and Liability Insurance: See ATTACHMENT III.

BRIEF DESCRIPTION OF PROGRAM

Refer to ATTACHMENT I: PROPOSAL OF SERVICES for detailed program activities.

Definition of Relationships/Roles

Refer to the current revision of the VTDC Definition of Services Policy.

PAYMENT SYSTEM

The maximum payment for training under this activity is listed in D. Financial Requirements on Page 2. The contract will also be supported by a detailed line item budget, ATTACHMENT II. The VTDC will pay in response to a monthly Invoice.

VTDC POLICIES

All relevant and governing VTDC policies may be found on the VTDC web page at www.vtdc.org.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
AND VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTIONS**

This contract involves the payment of State and/or Federal funds. Both Contract Certifications must be signed below. For purposes of this certification, the "CONTRACTOR" shall be referred to as "recipient", "contractor" or "participant", and "contract" shall be referred to as either "proposal" or "bid".

COMMONWEALTH CONTRACT CERTIFICATION

This certification is required by Management Directive 215.9, which implements Executive Order 1990-3.

The prospective recipient of State funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, or declared ineligible, from participation in this transaction by any State or Federal department or agency. Contractor also acknowledges that if he is currently under suspension or debarment, his bid, in most instances, will not be accepted or considered, in accordance with Management Directive 215.9, Contractor Responsibility Program, and any amendments or supplements thereto.

Name and Title of Authorized Representative

Signature

Date

Before completing this certification, read the " Instructions for Certification " on the next page.

FEDERAL CONTRACT CERTIFICATION

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

- (1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Contractor also acknowledges that if he is currently under suspension or debarment, his bid, in most instances, will not be accepted or considered, in accordance with Management Directive 215.9, Contractor Responsibility Program, and any amendments or supplements thereto.
- (2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name and Title of Authorized Representative

Signature

Date

Instructions for Certification

1. By signing this certification and submitting it with this proposal, the prospective recipient of State and/or Federal assistance funds is providing the certification as set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of State and/or Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the State and/or Federal Government, the Department may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of State and/or Federal assistance funds shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective recipient of State and/or Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective recipient of State and/or Federal assistance funds further agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department.
6. The prospective recipient of State and/or Federal assistance funds further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. For contracts involving Federal funds, each participant may but is not required to check the List of Parties Excluded from Procurement or Non-procurement Programs.
8. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the State and/or Federal Government, the Department may pursue available remedies, including suspension and/or debarment.

LOBBYING CERTIFICATION FORM
CERTIFICATION FOR CONTRACTS, GRANTS, LOANS
AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into 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 such failure.

Name & Title of Authorized Official

Signature

Date