

CONTRACT FOR Business Education Partnership SERVICES

NWPA JOB CONNECT  
920 WATER STREET; SUITE 32B  
MEADVILLE, PENNSYLVANIA 16335

AND

Warren School District  
2 E 3rd Avenue  
Warren, PA 16365  
(CONTRACTOR)

**Whereas**, the Senate and the House of Representatives of the United States of America have enacted the Workforce Innovation and Opportunity Act (WIOA) 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 development areas for the purpose of sub-state appropriation of funds pursuant to the Workforce Innovation and Opportunity Act (hereinafter known as the Act); and

**Whereas**, the Chief Local Elected Officials (CLEOs) of Clarion, Crawford, Erie, Forest, Venango and Warren Counties have made appointments to the NWPA Job Connect board, in accordance with the Act; and

**Whereas**, the Chief Local Elected Officials has designated the County of Venango (County) as Fiscal Agent for the six-county Northwest Pennsylvania Workforce Development Area; and

**Whereas**, the County shall disburse funds for workforce development activities at the direction of the local CLEOs, in accordance with Section 117 of the Act; and

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

A. **TERM OF THE CONTRACT**

Commencing on the first day of March 2022 until terminating on the last day of December 2023.

The CONTRACTOR shall complete or cause to be completed all work under this contract on or before December 31, 2023.

B. **DEFINITION OF SERVICES**

The CONTRACTOR will conduct all operations in accordance with parameters set forth in Appendix I and approved by the NWPA Job Connect board in conjunction with the CLEOs of the Northwest Pennsylvania Workforce Development Area.

C. **PERFORMANCE STANDARDS**

The CONTRACTOR is contractually obligated to attain performance standards. Appendix II contains performance standards and related requirements.

D. **FINANCIAL REQUIREMENTS**

In consideration of the services to be rendered by the CONTRACTOR, the County will reimburse the CONTRACTOR for all costs incurred within reason and as they relate to allowable expenditures according to the Business Education Partnership; project 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 NWP Job Connect as well as the County including but not limited to policies and procedures covering procurement and property management. A list of fiscal requirements that must be adhered to – but in no means does this constitute the entire list – may be found in the General Assurances and Certifications section of this contract. Any unexpended funds in the CONTRACTOR'S possession must be promptly returned to the County upon contract termination. In any event, the gross maximum payment under the terms of this agreement shall not exceed **39000**. The amount is budgeted in attachment II.

All Requests for Funds (RFFs) for a given month must be received at the County office (via mail, fax, or email) by the 10<sup>th</sup> of each subsequent month (or the next business day after if the 10<sup>th</sup> falls on a weekend or recognized holiday). Any RFFs received after the deadline MAY NOT be paid until the following month. In other words, failure to submit in a timely manner will result in a minimum 30 day time lag for payment.

As part of this requirement as well, the CONTRACTOR must submit an RFF on time regardless of whether there are expenses to report. Simply enter zero amounts in the monthly column if there are no expenses to report for the prior month. Failure to submit an RFF on a timely basis WILL result in a finding during the fiscal monitoring process that WILL require a corrective action. Continued or multiple late submissions IS to be considered a breach of contract.

**E. REPORTING REQUIREMENTS**

The CONTRACTOR is responsible for the submission of all required reports to the County as specified in Appendix IV. LATE OR INACCURATE submissions of reports are violations of this contract and ARE considered adequate grounds for terminating this contract.

**F. ASSURANCES AND CERTIFICATIONS**

The CONTRACTOR fully recognizes, understands, certifies and agrees to comply with Appendices V, VI and VII, which each require additional signatures by the CONTRACTOR signatory agent designated on the following page. The CONTRACTOR further certifies and agrees to comply with Appendices I, II, III, IV, VIII and IX of this CONTRACT for the Business Education Partnership SERVICES.

**G. SPECIAL CONTRACTUAL CIRCUMSTANCES**

The County 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 County will not reimburse the CONTRACTOR for any costs incurred prior to the commencement date of this contract.

**H. CONTRACTOR AND NWP JOB CONNECT REPRESENTATION**

This contract, as executed, represents an agreement between NWP Job Connect and the CONTRACTOR for provision of services as identified in Appendix I. The primary intent of NWP Job Connect's regional representation should be: regional coordination between various programs, contractors and funding streams; communication of needs directly with NWP Job Connect; and development of NWP Job Connect policy and strategy. It is therefore critical that NWP Job Connect board members (non contractor related) or NWP Job Connect staff 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 NWP Job Connect, must give prior notification to the Chair of the NWP Job Connect board. 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-NWP Job Connect 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 communicating the programs of NWP Job Connect must include the NWP Job Connect logo and reference to the partnership or affiliation the PA CareerLink® and the appropriate funding source. It is required that any

promotional or communicational materials created and distributed in the future be developed in according to the NWSA Job Connect Communications Protocol and approved by NWSA Job Connect prior to release.

**J. EXAMINATION OF RECORDS**

The CONTRACTOR agrees to maintain and preserve all financial 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 current plus seven (7) 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 County or its duly authorized representative, shall, until the expiration of current plus seven (7) 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 NWSA Job Connect personnel, or their duly authorized representatives for purposes of monitoring or auditing all pertinent books records (including but not limited to the CONTRACTOR'S IRS Form 1120, 1120S, 1065, K-1's, 1040, 1040A, 1040EZ, 990), documents, papers and records (including computer records) involving transactions related to this contract. Notwithstanding anything herein to the contrary, County has the right, at any time and from time-to-time to demand that Contractor immediately deliver to County any or all of the aforementioned files, attendance records, evidence of costs, books, records, documents and other supporting data (collectively "contract records"). While such contract records are in the possession of the County, the Contractor shall have access to same, upon reasonable notice and during regular business hours and Contractor may copy, at Contractor's expense, any of such contract records. If, during the current plus seven (7) year retention period, the contract records are returned to Contractor by County, Contractor shall accept return of same and preserve the contract records as set forth above for the remainder of the current plus seven (7) year retention period. 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 County. All documentation and files relating to the Business Education Partnership Services are the property of the County 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. CONTRACTOR must have policy to be compliant with HIPAA.

**K. TERMINATION – WITHOUT CAUSE**

NWSA Job Connect has the right to terminate this contract without cause upon written notice of termination given to the CONTRACTOR at least thirty (30) days prior to the date of termination set forth in said notice. NWSA Job Connect 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.

**TERMINATION – WITH CAUSE**

If 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 or certifications of this contract, NWSA Job Connect board shall have the right to terminate this contract for cause by giving written notice to the CONTRACTOR at least five (5) days prior to the effective date of the termination. Upon termination, whether with or without cause, all finished or unfinished documents, data, studies, photographs and reports or other material prepared by the CONTRACTOR under this contract shall, at the option of NWSA Job Connect, be relinquished to NWSA Job Connect, the U.S. Department of Labor, the Commonwealth of Pennsylvania Department of Labor and Industry, or such other appropriate Departments of the U.S. Government or the Commonwealth of Pennsylvania, as NWSA Job Connect may direct. 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.

Contractor default or breach hereunder shall include any reasonable grounds for insecurity that the Contractor is or may be unable to perform or observe the Contractor's obligations, duties or conditions under this contract, or any of the attachments or certifications referred to herein, or that any of Contractor's representations or warranties is or may be untrue or incomplete in any material respect.

Although not obligated to give Contractor notice of default, and the following shall not be construed to impose any such requirement upon NWPA Job Connect, in the event that NWPA Job Connect has notified the Contractor of any default, violation, performance failure or breach of any covenant, agreement, condition or obligation under this contract or any of the attachments or certifications referred to herein, NWPA Job Connect may, at its sole discretion, elect to permit Contractor to cure same. In the event NWPA Job Connect has given such notice and extended the opportunity to Contractor to cure two (2) times during any twelve (12) consecutive calendar months, thereafter for the duration of such 12 calendar months (or the remaining term of the contract, if less than 12 months), in the event of failure to timely cure or promptly pursue remedial action acceptable to NWPA Job Connect, or in the event of another breach by Contractor, the NWPA Job Connect board may terminate this contract immediately without prior notice and without any grace period.

**L. GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania. Any disputes that may arise under this Agreement shall be subject to the exclusive jurisdiction of the Court of Common Pleas of Venango County, Pennsylvania. Contractor agrees that the Court of Common Pleas of Venango County, Pennsylvania shall have jurisdiction over Contractor for purposes of litigation of any disputes arising under this Agreement.

**M. LEGALLY BINDING**

Contractor may not either voluntarily or by operation of law, assign its rights or delegate its duties hereunder without the express prior written consent of NWPA Job Connect and any such purported assignment without written consent shall be void. Notwithstanding any presumption to the contrary, neither the acceptance of performance nor any purported recognition of the assignee by conduct or otherwise, shall operate to relieve the Contractor from obtaining the foregoing written consent or constitute any waiver by NWPA Job Connect to insist upon strict compliance with this contract. Any change of control of Contractor shall be deemed to be an assignment. "Change of Control" shall include but not necessarily be limited to any merger, consolidation, business combination, stock transfer, capital interest transfer, sale of all or substantially all assets, or other similar transaction in which the shareholders, members, partners or other equity owner(s) of Contractor immediately prior to such transaction ("prior owners") do not hold at least two-thirds (2/3) of the voting and two-thirds (2/3) of the capital interests of the resulting entity. The terms of this contract are intended to be legally binding on the parties, their permitted successors and/or permitted assigns. This Agreement sets forth the complete and final agreement of the parties with respect to the subject matter herein, and shall not be amended or supplemented except in a further writing executed by the parties subsequent to the date hereof.

**In Witness whereof**, NWPA Job Connect and the CONTRACTOR have caused this contract to be executed effective on 4/25/22.

ATTEST:

FOR NWPA Job Connect,  
County of Venango as Fiscal Agent:  
Commissioner

\_\_\_\_\_

Date

FOR THE CONTRACTOR:

\_\_\_\_\_

Paul Mangione, Board President

\_\_\_\_\_

Date

**PROVISION OF SERVICES**

Subgrantee: Warren School District  
2 E 3rd Avenue  
Warren, PA 16365

<b><u>Contact</u></b>	<b><u>Name</u></b>	<b><u>E-mail</u></b>
Signatory	Paul Mangione	

Function: Business Education Partnership Services Contractor for Northwest Counties.

Statement of Work: See ATTACHMENT I.

Certificate of Bonding, Workers Comp, and Liability Insurance: See ATTACHMENT III.

**BRIEF DESCRIPTION OF PROGRAM**

Providing services to further the workforce development for the population specified by this contract.

**PAYMENT SYSTEM**

The maximum payment for training under this activity is listed in Appendix III, which includes detailed, line item budgets (Attachment II). The County will pay in response to monthly Request for Funds/Invoices.

**NWPA JOB CONNECT POLICIES**

All relevant and governing NWPA Job Connect policies may be found on the WDA web page at [www.nwpajobconnect.org](http://www.nwpajobconnect.org)

**SUMMARY**

**CONTRACTED AMOUNT:** 39000

**CONTRACT NUMBER:** 170214132

### **PERFORMANCE STANDARDS**

The CONTRACTOR is required to meet or exceed the performance standards established under the Business Education Partnership for this area. The Commonwealth, and the CONTRACTOR will be required to implement the federal Common Measures of Performance at the levels indicated for Business Education Partnership Services.

The CONTRACTOR is required to monitor and report performance under the federal Common Measures. Performance will continue to be monitored to ensure program quality. Performance is tracked by the state with the PA CareerLink® Database. The CONTRACTOR is required to enter all participant data into the system of record within 30 calendar days of the action (e.g., service start date, hold date, inactive date, exit date) per communication from the Bureau of Workforce Development Partnership dated May 11, 2011. Failure to do so or falsifying services can greatly impact regional performance and will be considered adequate grounds for terminating this contract. Failure to track data and services in the PA CareerLink® Database could render services given as disallowed costs.

**FINANCIAL REQUIREMENTS**  
**BUDGET JUSTIFICATION**

**LINE ITEM BUDGETS**

\*See ATTACHMENT II for line item budgets.

**FINANCIAL MANAGEMENT SYSTEM**

The CONTRACTOR must insure that all accounting records for expenditures of funds under this contract are supported by source documentation for each transaction. The records must be traceable to that documentation, and must be maintained so as to provide a complete and accurate audit trail during any internal or external examination.

The reimbursement rate to the CONTRACTOR for approved travel, lodging and meals will be at the federal rates and shall require the same documentation as required of state employees.

The CONTRACTOR must have an established attendance policy, and must maintain time and attendance records for all staff funded in whole or in part under this contract. The staff members must verify these records by their signatures and the signatures of their immediate supervisors. In addition, any staff member whose time is divided between two or more cost categories or subgrants must detail the time spent in each category or subgrant on his/her time records.

Any officer, director, agent or employee who acts on behalf of the CONTRACTOR in receiving or depositing funds into program accounts; or issues financial documents, checks or other instruments of payment for program costs shall be bonded for protection against loss. A CONTRACTOR receiving funds must be sufficiently bonded to safeguard the maximum amount of funds to be received at any one time under this contract. Requests for funds may not exceed the amount of bonding coverage.

**PROCUREMENT AND PROPERTY MANAGEMENT PROCEDURES REQUIREMENTS**

Refer to the current NWSA Job Connect and County Purchasing and Procurement Policy for applicable requirements.

**AUDIT RESOLUTION/DEBT COLLECTION**

Any organization that receives Federal funds through the County must ensure that it and all of its subcontractors comply with NWSA Job Connect audit requirements, including having a timely audit in accordance with the applicable OMB Circular. At minimum, the audit must be performed in accordance with the Provisions of the U.S. General Accounting Office's Governmental Auditing Standards ("Yellow Book"), latest revision as of the time of the audit. The CONTRACTOR will fiscally monitor its SUBCONTRACTORS in the same manner and consistent with all fiscal requirements contained within this contract. All documentation of SUBCONTRACTOR monitoring must be kept on file with the CONTRACTOR and notice of the monitoring results should be forwarded to the County Finance Administrator within 30 days of completion of each monitoring occurrence.

This contract is also subject to audit by Federal and State agencies or their authorized representatives according to the auditing standards promulgated by the Comptroller General of the United States and specified in Government Audits Standards.

Any recipient of \$750,000 or more a year in Federal financial assistance shall have either: an independent financial and compliance audit of Federal funds that includes coverage of this program within its scope, and is conducted and prepared in accordance with government auditing standards, or an organization-wide audit that includes financial and compliance coverage of this program within its scope.

If the CONTRACTOR is covered under the provisions of the Single Audit Act Amendments of 1996 (Public Law 104-156, July 5, 1996, 31 USC 7501) and the related Office of Management and Budget (OMB) Circulars, the CONTRACTOR is required to provide written notification to the County of its intent to perform a Single Audit. Such written notification must include the specific auditor selected, audit start date and subgrant number(s) to be audited. Within thirty (30) days of completion of the Single Audit, a copy of the Single Audit Report must be provided to the County.

#### Procedures for Resolving Audit Findings

The audit resolution process will depend upon which OMB Circular (A-110 or A-133 or such other Circular(s) as may be applicable) applies, however, in general, the applicable procedures, which may be amended by the County from time-to-time, currently include, but are not be limited to the following:

The resolution of audits will be accomplished within a 180-day time period, whenever practical. This process begins when the CONTRACTOR receives a copy of the audit findings via email or certified mail, for review and corrective action. The CONTRACTOR will have thirty (30) days to respond to the findings by presenting additional source documents, information, or clarification. These written responses will be reviewed by the County who will issue an Initial Determination of Findings within sixty (60) days of the release of the audit.

The CONTRACTOR will have the opportunity to request an informal audit resolution meeting with County staff prior to responding to the initial determination. Should no meeting be requested, the CONTRACTOR will then have thirty (30) days to submit a final written response to the findings, which are not yet resolved. Within 120 days after the initial release of the audit, a final determination listing the findings and their resolutions will be issued. This determination also establishes as a debt, all amounts determined unallowable. Upon approval by the Department of Labor and Industry of this determination, the audit will be considered resolved.

Upon receipt of the final determination, the CONTRACTOR will have ten (10) days to submit an appeal. That appeal will be a request for a formal review of the determination before an impartial hearing officer of the Commonwealth. The debt collection process will be stayed pending a decision regarding the appeal. However, the debt does become delinquent on the 31st day following receipt of the final determination, whether or not an appeal has been filed. Interest on the delinquent debt will begin to accrue at that time, and will accrue during the entire time of the appeal process.

#### Collection of Disallowed Costs

The CONTRACTOR shall be liable for all disallowed costs, as determined during program audits or reviews, or as otherwise determined regardless of budget approval. Should the CONTRACTOR choose not to appeal the final determination, payment of the established debt will be due within thirty (30) days of receipt of the determination. Should the amount due not be returned within the required time, a second request will be sent with a twenty (20) day response limitation. Should the second request not result in payment of the debt, a third request will be sent allowing a ten (10) day response limitation. Interest will be charged, after consulting with the Department of Labor and Industry, on the outstanding debt after the initial thirty (30) day period. Should no response be received following the third request, the matter will be referred to legal counsel for appropriate action. If an appeal is filed, the second notice may be sent at any time after finalization of the appeal.

#### **UNCLAIMED CHECK POLICY**

Any checks that are unclaimed are subject to the provisions of the PA Disposition of Abandoned and Unclaimed Property Law commonly known as the Escheats Law (72 P.S. 1301.1 et. seq.). For the purposes of this contract, the CONTRACTOR will be considered the "holder" in reference to the Escheats Law. Specific sections of the PA Disposition of Abandoned and Unclaimed Property Law are addressed below:

##### Section 1301.10 Miscellaneous Property Held For Or Owing To Another

The following property, held or owing to any owner, is presumed abandoned and unclaimed: All property, not otherwise covered by this article, that is admitted in writing by the holder and adjudicated to be due, that is held or owing in the ordinary course of the holder's business, and that has remained unclaimed by the owner for more than seven (7) years after it becomes payable or distributable is presumed abandoned and unclaimed.

The unclaimed checks are admitted by the holder to be due the individuals whose names appear on them, and they are held or owing in the ordinary course of the holder's business. All that remains for these funds to be presumed to be



abandoned and unclaimed is that they remain unclaimed by the owners for more than seven (7) years.

Section 1303.0 Definition of Property

"Property" shall include all real and personal property, tangible or intangible, all legal and equitable interests therein, together with any income, accretions, or profits thereof and thereon, and all other rights to property, subject to all legal demands on the same.

Therefore, any interest accruing on funds subject to the Escheats Law is the property of the individual(s) whose name(s) appear on them.

According to Section 1301.2 of the Law, this abandoned and unclaimed property (unclaimed checks) would be subject to the custody and control of the Commonwealth. The holder of the property, according to Section 1301.11, is to report and return the amount of the unclaimed property and any interest earned to the Secretary of Revenue after it becomes subject to the custody of the Commonwealth, that is, after seven (7) years. Payment or delivery of such property will relieve the holder of any liability in connection with such property.

In order to comply with the provisions of the PA Disposition of Abandoned and Unclaimed Property Law, the CONTRACTOR should deposit unclaimed checks into interest bearing escrow accounts where they will be maintained for seven (7) years. If still unclaimed at the end of seven (7) years, these funds should be returned to the Commonwealth in compliance with the Escheats Law. It is left to the discretion of the agency issuing the check to establish a policy regarding the length of time a check will be held prior to deposit into the Escheats Escrow account. A thirty (30), sixty (60), or ninety (90) day holding period would be deemed to be an appropriate amount of time to hold an issued check prior to depositing it into the Escheats account.

### **REPORTING REQUIREMENTS**

NWPA Job Connect has established the following requirements for all CONTRACTORS in order to meet State requirements for financial record keeping and reporting.

- a. The CONTRACTOR hereby agrees to perform the duties and responsibilities as specified in this contract, to the best of its abilities, and to maintain adequate administrative and accounting controls, personnel standards, evaluation procedures, availability of in-service training and technical assistance programs, and other policies as may be necessary to promote the effective use of funds.
- b. The CONTRACTOR is required to establish internal program management procedures utilizing the PA CareerLink® case management database if the project provides services to other individuals/entities. A copy of the procedures shall be forwarded to NWPA Job Connect at contract inception. Such procedures shall be used by the CONTRACTOR in the monitoring of day-to-day operations, to periodically review the performance of the program in relation to program goals and objectives, and to measure the effectiveness and impact of program results in terms of participants, program activities and the community. The objective of such procedures shall be the improvement of overall program management and effectiveness.
- c. The CONTRACTOR is required to document all activities, including employer contracts, from the basic, individualized and training services into the system of record.
- d. The CONTRACTOR shall monitor all funded activities under this contract to determine if contractual obligations are met, assurances and certifications are followed, and problems identified which may require corrective action to assure compliance.
- e. The CONTRACTOR shall cooperate with NWPA Job Connect's evaluation and assessment by providing special reports on program activities and operations as requested.

Reports are to be submitted on a monthly basis, unless otherwise explained below. The CONTRACTOR must submit reports to the County as follows:

1. **Request for Funds (RFF)/Invoice Review and Approval** - To be submitted simultaneously to NWPA Job Connect and the County no later than ten (10) calendar days after the end of each report month. This report must indicate the accrued monthly expenditures associated with the budget for each line item in the project budget. Additionally, this report may be submitted semi-monthly to insure adequate cash flow to meet current needs with a two (2) week turnaround time. In months where there are no expenditures, a zero invoice must be submitted. If invoices are not received by the date stipulated above, invoices will not be paid until the following month. Final Invoice is due no later than thirty (30) days after close of contract.
2. Any invoices received after the deadline MAY NOT be paid until the following month. In other words, failure to submit in a timely manner may result in a minimum 30 day time lag for payment.  
As part of this requirement as well, the CONTRACTOR must submit an invoice on time regardless of whether there are expenses to report. Simply enter zero amounts in the monthly column if there are no expenses to report for the prior month. Failure to submit an invoice on a timely basis WILL result in a finding during the fiscal monitoring process that WILL require a corrective action. Continued or multiple late submissions IS to be considered a breach of contract.  
All CONTRACTORS with a PA CareerLink® presence that use funds received from a Request for Funds (RFF) submitted to County will have their disbursements from an RFF reduced by any invoiced PA CareerLink® shared cost amount that is 90 days or more past due for PA CareerLink® shared costs.
3. **Subcontractor Monitoring Reports** - The CONTRACTOR will programmatically monitor its SUBCONTRACTORS in the same manner and consistent with all programmatic requirements contained within this contract. All documentation of SUBCONTRACTOR monitoring must be kept on file with the CONTRACTOR and notice of the monitoring results should be forwarded to NWPA Job Connect Policy Specialist within 30 days of completion of each monitoring occurrence. Should NWPA Job Connect assistance with SUBCONTRACTOR programmatic monitoring be required by the CONTRACTOR, written notice must be submitted to NWPA Job Connect Policy Specialist.

4. **Monthly Activity Reports** – The Contractor will submit monthly activity reports to NWP Job Connect Policy Specialist by the 10<sup>th</sup> of each month. Reports will be submitted in the format requested by NWP Job Connect.
5. **Other Reports As Requested** – Additional information may be requested by NWP Job Connect throughout the contract period.

**GENERAL ASSURANCES AND CERTIFICATIONS**

1. The CONTRACTOR assures and certifies that:

- a. It will fully comply with the requirements of the Business Education Partnership, and all applicable Federal, State and local laws, rules and regulations, including policies and procedures of NWPB Job Connect, as well as any guidelines and memoranda concerning NWPB Job Connect program that are issued by the US Department of Labor, the PA Department of Labor and Industry. All contracts shall be construed and interpreted in accordance with the laws of the Commonwealth of Pennsylvania and are contingent upon the execution of the supporting Federal grant and related authorization, and with the NWPB Job Connect Board's Local Plan, as approved by the Department of Labor and Industry;
- b. It will administer its programs in full compliance with safeguards against fraud and abuse as set forth by NWPB Job Connect, the Business Education Partnership regulations, all applicable Business Education Partnership rules, circulars, and safeguards promulgated pursuant thereto including, but not limited to those safeguards included within the Appendices of this contract; and
- c. If the regulations promulgated pursuant to the Act are amended or revised, it shall comply with them.
- d. It will comply with the following legislation:
  - (1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) as amended, which provides that no person shall, on the basis of race, color, or national origin, be excluded from participation in, denied the benefit of, or otherwise be subjected to discrimination under any program or activity receiving financial assistance from the Department of Labor.
  - (2) The provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646), Titles II and III (42 USC §§1437(c), 1437(f), 4601, 4602, 4621-4636, 4638, 4651-4655 et seq.); which requires fair and equitable treatment of persons displaced as a result of Federal and Federally-assisted programs.
  - (3) The Project Independence Act, Act 62 of 1987 (P.L. 342 of the Commonwealth of Pennsylvania), and all regulations issued pursuant to the Act.
  - (4) The Employment Opportunities Act, Act 65 of 1987 (P.L. 342 of the Commonwealth of Pennsylvania), and all regulations issued pursuant to the Act.
  - (5) The Federal Food Stamp Program (P.L. 99-198), and all Federal and State regulations issued pursuant to this Law.
  - (6) The Federal Family Support Act (P.L. 100-485), Title II of the statute which establishes the Jobs Opportunities and Basic Skills Training Program under Title IV-f of the Social Security Act.
  - (7) The Non-Traditional Employment for Women Act of 1991.
  - (8) Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR Part 5), as well as 29 CFR Part 95 Appendix A (4); 29 CFR part 97 (6), as applicable, to ensure compliance with safety rules and procedures, as well as worksite provider responsibilities.
  - (9) Child Labor Laws, as applicable, within the Fair Labor Standard Act (FLSA) 1938.
  - (10) Any and all necessary rescission or adjustment of funding throughout the term of this contract in compliance with 29 CFR Part 97.30; 29 CFR 95.48 and 29 CFR 95.61, as applicable.
  - (11) PA Right To Know (RTKL) Law 65P.S.S. §§ 67.101-3104; Grant Provisions – RTKL 8-K-1580, 2/1/2010, as applicable.

- e. The following financial and compliance documents/requirements will be implemented in their entirety. The CONTRACTOR must adhere to all the provisions of the following documents that apply:
- (1) OMB Circular A-21 "Cost Principles for Educational Institutions";
  - (2) OMB Circular A-87 "Cost Principles for State and Local Governments";
  - (3) OMB Circular A-122 "Cost Principles for Non-Profit Organizations";
  - (4) OMB Circular A-102 "Uniform Administrative Requirements for Grants-in-Aid to State and Local Governments";
  - (5) OMB Circular A-110 "Uniform Administrative Agreements with Institutions of Higher Education, Hospitals and other Non-profit Organizations";
  - (6) OMB Circular A-133 "Audits of Institutions of Higher Education and Other Non-Profit Organizations";
  - (7) Single Audit Act Amendments of 1996;
  - (8) U.S. Treasury Department Circular 1075 (fourth revision);
  - (9) The Age Discrimination Act of 1975, as amended, which provides that no person shall, on the basis of age, be excluded from participation in, denied the benefit of, or otherwise be subjected to discrimination under any program or activity receiving financial assistance from the Department of Labor;
  - (10) The Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified person shall, solely on the basis of physical or mental disability, be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination under any program or activity receiving financial assistance from the Department of Labor;
  - (11) Title IX of the Education Amendments of 1972, as amended, which provides that no person shall, on the basis of sex, be excluded from participation in, denied the benefit of, or otherwise be subjected to discrimination under any education or training program or activity receiving financial assistance from the Department of Labor;
  - (12) Section 504 of the Rehabilitation Act of 1978 and DOL Implementing Regulations at 29 CFR 32;
  - (13) Contract Cost Principles and Procedures, 41 CFR 1-15;
  - (14) "Government Audit Standards", 1988 Revisions, by the Comptroller General of the United States, General Accounting Office;
  - (15) United States Code, as amended, Sections 1501-1508 of Title 5, (formerly the Hatch Act) Political Activity Information;
  - (16) Commonwealth of Pennsylvania's Governor's Office's Management Directive 215.6, as amended, "Contract Management";
  - (17) Commonwealth of Pennsylvania's Governor's Office's Management Directive 215.8, "Contractor Integrity Provisions for Commonwealth Contracts";
  - (18) Commonwealth of Pennsylvania's Governor's Office's Management Directive 215.9, Section 5.a., "Contractor Responsibility Program";
  - (19) Flood Disaster Protection Act;

(20) Commonwealth of Pennsylvania's Governor's Executive Order 1997-7, which established the Human Resources Investment Council (HRIC).

(21) Commonwealth of Pennsylvania's Bureau of Workforce Development Fiscal Management Technical Assistance Guide (TAG)

(22) Federal Supercircular 02 CFR 200

- f. For contracts in excess of \$100,000 or where the Commonwealth has determined that orders under an indefinite quantity contract or subcontract in any year will exceed \$100,000, or a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857c-8(c) (1) ) or the Federal Water Pollution Control Act (33 U.S.C. 1319 (C)) and is listed by the Environmental Protection Agency (EPA) or is not otherwise exempt, the CONTRACTOR assures that:
- (1) no facility to be utilized in the performance of the contract has been listed on the EPA List of Violated Facilities;
  - (2) it will notify NWPA Job Connect, of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that a facility to be used for the grant is under consideration to be listed on the EPA List of Violating Facilities; and
  - (3) it will include substantially this assurance, including this third part, in every nonexempt subcontract.
- g. The CONTRACTOR will provide a drug-free work place according to the requirements of the Drug-Free Workplace Act.
- h. Pursuant to federal regulations promulgated under the authority of The Americans with Disabilities Act of 1990 (28 CFR §35.101 et seq.), the CONTRACTOR understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in this contract or from activities provided for under this contract. As a condition of accepting and executing this contract, the CONTRACTOR agrees to comply with the "General Prohibitions Against Discrimination," 28 C.F.R. §35.130, and all other regulations promulgated under Title II of The Americans With Disabilities Act which are applicable to the benefits, services, programs and activities provided by the Commonwealth of Pennsylvania through contracts with outside contractors.
- i. The CONTRACTOR will comply with the applicable Office of Federal Contract Compliance Programs' (OFCCP) contractor data tracking responsibilities, which require employers who have federal contracts totaling \$100,000 or more to list job openings with the public employment service in order to ensure veteran's preference and equal opportunity.

## 2. Codes of Conduct/Conflict of Interest

The CONTRACTOR is bound by the Conflict of Interest Policy contained in Appendix VIII.

## 3. Nepotism

The CONTRACTOR is bound by the Conflict of Interest Policy contained in Appendix VIII.

## 4. Political Activities

- a. No participant may engage in partisan or nonpartisan political activities during hours for which the participant is paid with contract funds.
- b. No participant may, at any time, engage in partisan or nonpartisan political activities in which such participant represents himself/herself as a spokesperson of this contracted program.
- c. No participant may be employed or outstationed in the office of a member of Congress or a State or local legislator or on any staff of a legislative committee.

- d. No participant may be employed or outstationed in positions involving political activities in the offices of other elected officials. However, since under the responsibility of such elected officials are non-political activities, placement of participants in such nonpolitical positions is permissible. The CONTRACTOR shall develop safeguards to ensure that participants placed in these positions are not involved in political activities.

5. Religious/Sectarian Activities

No funds awarded under the Act may be used in support of any religious activity, nor may any trainee be employed in the construction, operation or maintenance of such part of any facility used or intended for use for sectarian instruction or as a place of religious worship. Trainees shall not be involved in religious or anti-religious activities.

6. Lobbying

No funds provided under the Act may be used in any way to attempt to influence in any manner a member of Congress or State or local legislators to favor or oppose any legislation or appropriation by such Congress or State or Local legislators. (OMB A-122)

7. Federal Nondiscrimination and Equal Opportunity Provision

As a condition to the award of financial assistance, the CONTRACTOR assures, with respect to operation of this contracted program or activity, that it will comply fully with the nondiscrimination and equal opportunity provisions of the Workforce Innovation and Opportunity Act, including the Nontraditional Employment for Women Act of 1991; Title VI of the Civil Rights Act of 1964, as amended; section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; Title IX of the Education Amendments of 1972, as amended; and with all applicable requirements imposed by or pursuant to regulations implementing those laws, including but not limited to section 188 of the Act (Implementation of the Non-Discrimination and Equal Opportunity Requirements). The United States has the right to seek judicial enforcement of this assurance.

Equal Opportunity policies must be widely disseminated through the prominent display of posters in reasonable numbers and places, in language(s) other than English, and be provided in appropriate formats to individuals with visual and hearing impairments. When phone numbers are listed, TDD or relay service numbers must also be provided. Communications with individuals with disabilities must be as effective as communications with others.

The CONTRACTOR will comply with the applicable Office of Federal Contract Compliance Programs' (OFCCP) contractor data tracking responsibilities, which require employers who have federal contracts totaling \$100,000 or more to list job openings with the public employment service in order to ensure veteran's preference and equal opportunity.

The CONTRACTOR must maintain an environment in which all recipients, including but not limited to customers, partners, and employees, are treated with respect and dignity. All decisions regarding recipients, including but not limited to customers, partners, and employees, must be nondiscriminatory for any beneficiary of programs financially assisted under Title I of WIOA. Any WIOA contractor who is found to have violated the nondiscrimination provisions of WIOA or the NWPA Job Connect Equal Opportunity Policy will be subject to corrective actions and sanctions as outlined in the NWPA Job Connect EO Corrective Actions and Sanctions Policy. These policies can be found at [www.nwpajobconnect.org](http://www.nwpajobconnect.org) under the Resources tab and in the General category.

8. Commonwealth Management Directive 215.7, Affirmative Action Contract Compliance Program

- i) The CONTRACTOR shall not discriminate against any employee, applicant for employment, independent contractor, or any other person because of race, color, religion ancestry, national origin, age or sex. The CONTRACTOR shall take affirmative action to insure that applicants are employed, and that employees or agents are treated during employment, without regard to their race, color, religion, disability, ancestry, national origin, age or sex. Such affirmative action shall include, but is not limited to: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training. The CONTRACTOR shall post in conspicuous places, available to all employees, agents, applicants for employment, and other persons, a notice to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.

- ii) The CONTRACTOR shall, in advertisements or requests for employment placed by it or on its behalf, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, disability, ancestry, national origin, age, or sex.
- iii) The CONTRACTOR shall send each labor union or workers' representative with which it has a collective bargaining agreement or other contract or understanding, a notice advising said labor union or workers' representative of its commitment to this nondiscrimination clause. Similar notice shall be sent to every other source of recruitment regularly utilized by the CONTRACTOR.
- iv) It shall be no defense to a finding of noncompliance with this nondiscrimination clause that the CONTRACTOR has delegated some of its employment practices to any union, training program, or other source of recruitment, which prevents it from meeting its obligations. However, if the evidence indicates that the CONTRACTOR was not on notice of the third-party discrimination or made a good faith effort to correct it, such factor shall be considered in mitigation in determining appropriate sanctions.
- v) Where the practices of a union or any training program or other source of recruitment will result in the exclusion of minority group persons, so that the CONTRACTOR will be unable to meet its obligations under this nondiscrimination clause, the CONTRACTOR shall then employ and fill vacancies through other nondiscriminatory employment procedures.
- vi) The CONTRACTOR shall comply with all state and federal laws prohibiting discrimination in hiring or employment opportunities. In the event of the CONTRACTOR's noncompliance with the nondiscrimination clause of this contract or with any such laws, this contract may be terminated or suspended, in whole or in part, and the CONTRACTOR may be declared temporarily ineligible for further Commonwealth contracts, and other sanctions may be imposed and remedies invoked.
- vii) The CONTRACTOR shall furnish all necessary employment documentation and records to, and permit access to its books, records, and accounts by, NWPA Job Connect for purposes of investigation to ascertain compliance with the provisions of this clause. If the CONTRACTOR does not possess documents or records reflecting the necessary information requested, it shall furnish such information on reporting forms supplied by NWPA Job Connect.
- viii) The CONTRACTOR shall actively recruit minority and women subcontractors or subcontractors with substantial minority representation among their employees.
- ix) The CONTRACTOR shall include the provisions of this nondiscrimination clause in every subcontract, so that provisions will be binding upon each subcontractor.
- x) CONTRACTOR obligations under this clause are limited to the CONTRACTOR's facilities within Pennsylvania or, where the contract is for purchase of goods manufactured outside of Pennsylvania, the facilities at which such goods are actually produced.

9. Management Directive 215.11, "Contractor Responsibility Provisions for Commonwealth Contracts"

- a) CONTRACTOR certifies that it is not currently under suspension or debarment by the Commonwealth, any other state, or the federal government.
- b) If CONTRACTOR enters into any subcontracts under this contract with subcontractors who are currently suspended or debarred by the Commonwealth or federal government during the term of this contract or who become suspended or debarred by the Commonwealth or federal government during the term of this contract or any extensions or renewals thereof, the Commonwealth shall have the right to require the CONTRACTOR to terminate such subcontracts or employment.
- c) The CONTRACTOR certifies that it is current in the payment of state taxes, as well as the filing of all returns or reports for these taxes, including taxes for a period for which the CONTRACTOR has filed a timely appeal.
- d) The CONTRACTOR agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred



by the Office of Inspector General for investigations of the CONTRACTOR's compliance with terms of this or any other agreement under this contract, which result in the suspension, or debarment of the CONTRACTOR. Such costs shall include, but not be limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The CONTRACTOR shall not be responsible for investigative costs for investigations, which do not result in the CONTRACTOR's suspension or debarment.

- e) The CONTRACTOR may obtain the current list of suspended and debarred contractors by contacting the:

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

10. Confidential Information

The CONTRACTOR shall refer to and comply with the current revisions of NWPA Job Connect Confidentiality and Privacy Policies.

11. Modifications/Amendments

- a. With due cause, NWPA Job Connect may issue a "modification" on its own initiative, or based on the request of the CONTRACTOR in order to modify the terms or conditions of an existing subgrant when there is a change in:
- (1) Duration.
  - (2) Funding level.
  - (3) Any assurances and certifications.
  - (4) Other situations as deemed necessary by NWPA Job Connect.
- b. The terms of a "modification" may be valid prior to or without mutual agreement by NWPA Job Connect and CONTRACTOR.
- c. Failure to agree on the terms of any equitable adjustment shall be a dispute concerning a question of fact within the meaning of the special clause of this contract entitled "Disputes."

12. Coordination with Programs under Title IV of the Higher Education Act

- a. Coordination - Financial Assistance programs under Title IV of the Higher Education Act of 1965, as amended (HEA), provide student financial aid and are available to participants enrolling in applicable post-secondary level education programs.
- b. Participants shall not be required to apply for or access student loans, or incur personal debt as a condition of participation.
- c. To prevent duplication of funding and to streamline the tracking of the participant's financial needs and use of funds when HEA, Title IV Programs are involved, contracts and agreements with educational institutions shall require the educational institution's financial aid officer to inform NWPA Job Connect or its designee of the amounts and disposition of any HEA, Title IV awards and other types of financial aid to each NWPA Job Connect participant awarded after the enrollment of the participant, as part of a continuing, regular information sharing process.
- d. NOTE: Where a Title IV State Grant recipient is also receiving NWPA Job Connect funds and, in accordance with Pennsylvania Higher Education Assistance Agency (PHEAA) guidelines, it is determined that the student has an over-award, NWPA Job Connect should first be given the opportunity to further reduce its funds so as to eliminate the over-award.

13. Participant Wages for Work Experience Programs

Hourly wages paid to participants in work experience programs shall be not less than the following, whichever is higher:

- a. The minimum rate required under the Fair Labor Standards Act to the extent that such an Act is applicable to the enrollee or trainee; or
- b. Any minimum rate applicable to the enrollee or trainee and required under any federal, state or local law.

14. Subcontracting/Assignability

- a. The CONTRACTOR shall not assign any of its rights and obligations under this contract. Individual Training Account and On-the-Job Training approvals are at the discretion of the CONTRACTOR. Emphasis should be placed on On-the-Job Training Contracts for participants in collaboration with the PA CareerLink® Employer Service Center. Individual Training Account and On-the-Job Training contracts shall remain on file at the CONTRACTOR's location.
- b. In the event a subcontractor is approved, the CONTRACTOR assures that all of the provisions in this contract shall be incorporated in any of its own subcontracts to extend an obligation for subcontractors to follow the same administrative standards and regulations outlined in this contract.

15. Excusable Delays

The CONTRACTOR shall not be held at fault by reason of any failure in performance of this contract in accordance with its terms if such failure arises from causes beyond the control and without fault or negligence of the CONTRACTOR. Such cases may include, but are not restricted to acts of God or the public enemy, fires, floods, epidemics, and strikes.

16. Indemnification Clause for Non-Commonwealth Entities

The CONTRACTOR agrees to indemnify, defend, and save harmless NWPA Job Connect, Elected Officials, and the County, its officers, agents and employees:

- a. From any and all claims and losses occurring or resulting from any and all contractors, subcontractors, and any other persons, firms, corporations or other legal entities furnishing or supplying work, services, materials or supplies in connection with the performance of this contract;
- b. From any and all claims and losses occurring or resulting to any persons, firms, corporations or other legal entities who may be injured or damaged by the CONTRACTOR in the performance of this contract;
- c. Against any liability including costs and expenses for violation of proprietary rights or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use, or disposition of, any data furnished under this contract, or based on any libelous or other unlawful matter contained in such data; and
- d. Against all audit exceptions arising from the CONTRACTOR's violation of the terms and conditions of this contract.

17. Indemnification Clause for Commonwealth Entities

- a. Where the CONTRACTOR is the Commonwealth within the meaning of 1 Pa. C.S.A. §2310, this indemnification clause shall not apply and the CONTRACTOR shall only be liable to the extent authorized by law, and
- b. Where the CONTRACTOR subcontracts with any entity that is the Commonwealth within the meaning of 1 Pa. C.S.A. §2310, this indemnification clause shall not apply and the subcontractor shall only be liable to the extent authorized by law.

18. Copyrights

- a. The Federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes:
  - (1) The copyright in any work developed under this contract; and
  - (2) Any rights of copyright to which a CONTRACTOR purchases ownership with grant support.
- b. The Department of Labor shall have unlimited rights to any data first produced or delivered under the agreement (agreements which involve the use/development of computer programs/applications, or the maintenance of databases or other computer data processing program, including the inputting of data).

19. Contractual Inconsistencies/Order of Precedence

In the event of a conflict in the language of the contract, attachments and items, incorporated by reference, the order of precedence for contract interpretation is:

- (1) Business Education Partnership award and guidance.
- (2) OMB Circular A-21, A-102, A-110, A-122, or A-133, and the Single Audit Act of 1996 as applicable and any relevant subsequent regulations.
- (3) The regulations as approved by the Commonwealth of Pennsylvania, Departments of Labor and Industry, Education, or Welfare, as applicable to this subgrant.
- (4) Current Commonwealth of Pennsylvania, Department of Labor and Industry, Bureau of Workforce Development, Policies and Procedures Manual.
- (5) The contract, with its attachments and appendices, including the statement of work.

20. Union

No funds shall be used to assist, promote, or deter union organizing.

21. Availability of Funding

It is agreed that in the event funding is unavailable, NWPA Job Connect has the right to terminate the contract with 30 days written notice.

Paul Mangione, Board President

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**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 Contractor or any principal is currently under suspension or debarment, Contractor or any principal 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.

Paul Mangione, Board President

\_\_\_\_\_  
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 Contractor or any principal is currently under suspension or debarment, Contractor or any principal 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.

Paul Mangione, Board President

\_\_\_\_\_  
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.

Paul Mangione, Board President

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## **CONFLICT OF INTEREST POLICY**

### **1.0 Purpose**

The purpose of the conflict of interest policy is to protect this tax-exempt organization's (NWP Job Connect) interest when it is contemplating entering into a transaction or arrangement that might benefit the private interest of an officer or director of the Organization or might result in a possible excess benefit transaction. This policy is intended to supplement but not replace any applicable state and federal laws governing conflict of interest applicable to nonprofit and charitable organizations.

### **2.0 Scope**

This policy applies to all individuals as applicable in local, state and federal statutes.

### **3.0 Definitions**

1. Interested Person. Any director, principal officer, or member of a committee with governing board delegated powers, who has a direct or indirect financial interest, as defined below, is an interested person.
2. Financial Interest. A person has a financial interest if the person has, directly or indirectly, through business, investment, or family:
  - a. An ownership or investment interest in any entity with which the Organization has a transaction or arrangement,
  - b. A compensation arrangement with the Organization or with any entity or individual with which the Organization has a transaction or arrangement, or
  - c. A potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the Organization is negotiating a transaction or arrangement.

Compensation includes direct and indirect remuneration as well as gifts or favors that are not insubstantial.

A financial interest is not necessarily a conflict of interest. Under Article III, Section 2, a person who has a financial interest may have a conflict of interest only if the appropriate governing board or committee decides that a conflict of interest exists.

### **3.2 Procedures**

- 3.2.1 Duty to Disclose. In connection with any actual or possible conflict of interest, an interested person must disclose the existence of the financial interest and be given the opportunity to disclose all material facts to the directors and members of committees with governing board delegated powers considering the proposed transaction or arrangement.
- 3.2.2 Determining Whether a Conflict of Interest Exists. After disclosure of the financial interest and all material facts, and after any discussion with the interested person, he/she shall leave the governing board or committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining board or committee members shall decide if a conflict of interest exists. In the event that a dispute arises involving whether a conflict of interest exists, the issue will be resolved by reference to the Pennsylvania Public Official and Employee Ethics Act (Act 93 of 1998).
- 3.2.3 Procedures for Addressing the Conflict of Interest.
  - a. An interested person may make a presentation at the governing board or committee meeting, but after the presentation, he/she shall leave the meeting during the discussion of, and the vote

on, the transaction or arrangement involving the possible conflict of interest.

- b. The chairperson of the governing board or committee shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.
- c. After exercising due diligence, the governing board or committee shall determine whether the Organization can obtain with reasonable efforts a more advantageous transaction or arrangement from a person or entity that would not give rise to a conflict of interest.
- d. If a more advantageous transaction or arrangement is not reasonably possible under circumstances not producing a conflict of interest, the governing board or committee shall determine by a majority vote of the disinterested directors whether the transaction or arrangement is in the Organization's best interest, for its own benefit, and whether it is fair and reasonable. In conformity with the above determination it shall make its decision as to whether to enter into the transaction or arrangement.

#### **3.2.4 Violations of the Conflicts of Interest Policy.**

- a. If the governing board or committee has reasonable cause to believe a member has failed to disclose actual or possible conflicts of interest, it shall inform the member of the basis for such belief and afford the member an opportunity to explain the alleged failure to disclose.
- b. If, after hearing the member's response and after making further investigation as warranted by the circumstances, the governing board or committee determines the member has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

### **3.3 Records of Proceedings**

The minutes of the governing board and all committees with board delegated powers shall contain:

- a. The names of the persons who disclosed or otherwise were found to have a financial interest in connection with an actual or possible conflict of interest, the nature of the financial interest, any action taken to determine whether a conflict of interest was present, and the governing board's or committee's decision as to whether a conflict of interest in fact existed.
- b. The names of the persons who were present for discussions and votes relating to the transaction or arrangement, the content of the discussion, including any alternatives to the proposed transaction or arrangement, and a record of any votes taken in connection with the proceedings.

### **3.4 Compensation**

With respect to compensation or other remuneration payable directly or indirectly to voting members:

- a. A voting member of the governing board who receives compensation, directly or indirectly, from the Organization for services is precluded from voting on matters pertaining to that member's compensation.
- b. A voting member of any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the Organization for services is precluded from voting on matters pertaining to that member's compensation.
- c. No voting member of the governing board or any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the Organization, either individually or collectively, is prohibited from providing information to any



committee regarding compensation.

### **3.5 Annual Statements**

Each director, principal officer and member of a committee with governing board delegated powers shall annually sign a statement which affirms such person:

- a. Has received a copy of the conflicts of interest policy,
- b. Has read and understands the policy,
- c. Has agreed to comply with the policy, and
- d. Understands the Organization is a not-for-profit entity and in order to maintain its federal tax exemption it must engage primarily in activities which accomplish one or more of its tax-exempt purposes.

### **3.6 Periodic Reviews**

To ensure the Organization operates in a manner consistent with charitable purposes and does not engage in activities that could jeopardize its tax-exempt status, periodic reviews shall be conducted. The periodic reviews shall, at a minimum, include the following subjects:

- a. Whether compensation arrangements and benefits are reasonable, based on competent survey information and the result of arm's length bargaining.
- b. Whether partnerships, joint ventures, and arrangements with management organizations conform to the Organization's written policies, are properly recorded, reflect reasonable investment or payments for goods and services, further charitable purposes and do not result in inurement, impermissible private benefit or in an excess benefit transaction.

### **3.7 Use of Outside Experts**

When conducting the periodic reviews as provided for in Article VII, the Organization may, but need not, use outside advisors. If outside experts are used, their use shall not relieve the governing board of its responsibility for ensuring periodic reviews are conducted.

\*\*\*Please refer to [www.nwpajobconnect.com](http://www.nwpajobconnect.com) for our most recent local Conflict of Interest Policy.

**CERTIFICATION REGARDING FEDERAL FUNDING**

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".

**FEDERAL FUNDING CONTRACT CERTIFICATION**

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

The prospective recipient of federal funds certifies, by submission of this contract, the following:

1. The percentage of the total costs of the program or project which will be financed with federal money is \_\_\_\_\_;
2. The dollar amount of federal funds for the project or program \_\_\_\_\_; and
3. The percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources is \_\_\_\_\_ and \_\_\_\_\_“

Paul Mangione, Board President

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Miscellaneous Requirements

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None at this time.