

**DEFINITIVE SUBCONTRACT AGREEMENT**

**BY AND BETWEEN**

**ARBOR E&T, LLC D/B/A EQUUS WORKFORCE SOLUTIONS**

**AND**

**WARREN COUNTY SCHOOL DISTRICT**

**TO PROVIDE SERVICES IN SUPPORT**

**OF**

**TANF Youth Services for  
Northwest Pennsylvania Workforce Development Area**

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THIS SUBCONTRACT AGREEMENT (hereinafter "Agreement") is made and entered into this 1<sup>st</sup> day of September, 2023 by and between Arbor E&T, LLC d/b/a Equus Workforce Solutions (hereinafter "EWS") located at 1647 Sassafra Street Suite 300, Erie, PA 16502, and Warren County School District located at 5820 Market St. Russell Pa 16345 (hereinafter "Subcontractor"). EWS and Subcontractor may be referred to herein individually as "Party" and collectively as "Parties."

WHEREAS, CONTRACTOR has entered into a contract (hereinafter "Prime Contract") with the NORTHWEST WORKFORCE DEVELOPMENT AREA (hereinafter "CUSTOMER") for the purpose of providing TANF Youth Development Fund services to eligible participants in the workforce area.

WHEREAS, in order to fulfill its obligations to Customer under the Prime Contract, CONTRACTOR desires to engage Subcontractor to perform work in the areas of providing services and support under the 14 required Youth Program Elements and WHEREAS, CONTRACTOR desires to perform such work in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, CONTRACTOR and SUBCONTRACTOR agree as follows:

## **1.0 APPLICABLE DOCUMENTS**

### **1.1 Interpretation**

Exhibits 1, 2, 3 and 4 are attached hereto and incorporated by reference and form a part of this Agreement. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise, between the Prime Contract and the body of this Agreement and the Exhibits thereto, or between such documents, such conflict or inconsistency shall be resolved by giving precedence first to the Prime Contract and then to such other documents according to the following priority:

1. This Subcontract Agreement
2. Exhibit 1 – Prime Contract
3. Exhibit 2 – Statement of Work
4. Exhibit 3 – Payment Provisions
5. Exhibit 4 – Employee Acknowledgement and Confidentiality Agreement

### **1.2 Entire Agreement**

The terms of the Prime Contract, the body of this Subcontract Agreement, and the Exhibits thereto, shall constitute the complete and exclusive understanding between the Parties which supersedes all previous agreements, written or oral, and all communications between the Parties relating to the subject matter of this Agreement.

## **2.0 PRIME CONTRACT**

Notwithstanding any other provision of this Agreement, this Agreement is a subcontract under the Prime Contract and each and every provision of the Prime Contract, and any amendments thereto, as may be added from time-to-time by Customer and EWS, shall extend to and be binding upon Subcontractor as part of this Agreement. Should there be any contradiction between the terms of this Agreement and the Prime Contract, the Prime Contract shall control.

### **3.0 WORK**

Pursuant to the provisions of this Agreement, Subcontractor shall fully provide, complete and deliver on time all the tasks, deliverables, goods, services, and other work as set forth in Exhibit 2 (Statement of Work).

### **4.0 PERSONNEL**

- 4.1 All Subcontractor personnel performing work under this Agreement shall be subject to the prior and continuing approval of EWS and Customer. If at any time during the term of this Agreement, any Subcontractor personnel are not approved by EWS or Customer, then Subcontractor shall, immediately upon receipt of written or verbal notice (if verbal, then it must also be followed up with a written statement, but a verbal notice by itself shall not preclude Subcontractor from taking action) from EWS or Customer, replace such personnel with substitute qualified personnel or take such other action as requested by EWS or Customer.
- 4.2 If at any time during the term of this Agreement, any Subcontractor personnel ceases performance for any reason, including, but not limited to, resignation or termination, then Subcontractor shall, within five working days, replace such personnel with substitute qualified personnel.
- 4.3 Subcontractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Agreement, all employee compensation and benefits. EWS and Customer shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, health, welfare and disability benefits, Federal, Customer, and local taxes, or other compensation, benefits, or taxes, for any personnel provided by or on behalf of Subcontractor. Subcontractor shall indemnify EWS and Customer from any and all employment related claims or causes of action filed against them by Subcontractor or Subcontractor's employees. This indemnity shall survive any expiration and termination of this Agreement.
- 4.4 Subcontractor understands and agrees that all persons performing work under this Agreement are, for any and all purposes, the sole employees of Subcontractor and not employees of EWS or Customer. Subcontractor shall be solely liable and responsible for any and all workers' compensation benefits to any person as a result of injuries arising from or connected with any work performed by or on behalf of Subcontractor pursuant to this Agreement. Subcontractor shall indemnify EWS and Customer from any and all Workman's Compensation related claims or causes of action filed against them by Subcontractor or Subcontractor's employees. This indemnity shall survive any expiration and termination of this Agreement.
- 4.5 Subcontractor shall obtain an executed Subcontractor Employee Acknowledgement and Confidentiality Agreement (Exhibit 4) for each of its employees performing work under this

Agreement. Such agreements shall be delivered to the Customer's Contract Administrator with a copy to EWS' Project Director, on or immediately after the effective date of this Agreement but in no event later than the date any such employee first performs work under this Agreement.

- 4.6 Both Parties agree that they will not, without the consent of the other Party, entice, encourage, offer special inducements, or otherwise recruit the employees of opposite Party during the period of the Agreement and for a period of two years thereafter. This clause is not intended to restrict any individual's right of employment but rather is intended to preserve the relationship intended under this Agreement and to prevent the Parties from actively recruiting the employees of the other Party

## **5.0 COMPENSATION**

All compensation to Subcontractor under this Agreement shall be paid by EWS and shall be as set forth in Exhibit 3, Payment Provisions. The Customer shall not be liable or responsible in any way to Subcontractor or its officers, employees, and agents, for any compensation or costs related to this Agreement.

It is understood that EWS is required to comply with the payment schedule mandated by Customer pursuant to the Prime Contract. Subcontractor shall only invoice EWS when EWS is authorized to invoice Customer for the same services and materials delivered pursuant to the Prime Contract. Notwithstanding any provision to the contrary, EWS shall have no obligation to pay Subcontractor for any given task or subtask until Customer certifies in writing that the task or subtask has been completed successfully. EWS will work diligently with Customer to obtain all necessary signoffs and approvals to ensure that payment to Subcontractor is not delayed. In addition, EWS shall ensure prompt payment to Subcontractor once the aforementioned payment conditions have been met.

EWS shall not be required to pay Subcontractor for any expenses that are deemed disallowed costs under the Prime Contract by Customer.

## **6.0 TERM**

The term of this Agreement shall commence on September 1, 2023 and shall expire on June 30, 2024 unless sooner terminated, in whole or in part, as provided in this Agreement.

## **7.0 TERMINATION**

- 7.1 EWS shall have the right to terminate this Agreement, independent of any Customer right to terminate, in accordance with any of the terms of the Prime Contract.
- 7.2 Unless otherwise stated in the Prime Contract, if termination is for reasons of Default by the Subcontractor, EWS shall issue a written Cure Notice to the Subcontractor. Subcontractor shall have ten (10) days from the receipt of said Notice to provide a written Corrective Action Plan (CAP) to EWS. If the CAP, as may be amended by the Parties, is found to be acceptable to EWS, Subcontractor shall proceed to cure the identified defects. [Such additional time to cure defects shall not waive EWS' rights to terminate the Agreement if the identified defects in the Cure Notice are not corrected to the satisfaction of EWS.] If, at EWS' sole

determination, the Agreement is terminated for default, the Subcontractor shall be paid for those services provided and accepted by EWS up to the time of termination.

- 7.3 If, at EWS' sole discretion, the Agreement is terminated for the convenience of EWS, the Subcontractor shall be paid its reasonable costs for the services performed, in accordance with the Agreement's provisions, up to the time the Notice of Termination for Convenience was received by Subcontractor. Termination for Convenience costs shall be subject to audit by EWS for determinations of reasonableness. If Default is later determined to be based on an event which did not constitute Default, Termination shall be treated as if for Convenience.
- 7.4 Under any termination, EWS shall provide disposition instructions to Subcontractor for work product paid for or otherwise belonging to EWS or Customer, which is in the custody of the Subcontractor. Subcontractor agrees to comply with such disposition instructions.

## **8.0 SUSPENSION**

EWS has the right, at its sole option, to issue to the Subcontractor a Notice of Suspension of Work. In the event of a suspension of project work rather than a termination, the amount of compensation due to the Subcontractor for work performed and accepted by EWS before the suspension will be determined by mutual agreement. Any notice of suspension, whether with or without cause, will be effective immediately on the Subcontractor's receipt of the written notice. The Subcontractor shall prepare a report concerning the status of the Project and deliver it within fifteen (15) calendar days after receiving the Notice, to EWS. The report must detail the work completed at the date of suspension, the percentage of the Project's completion, any costs incurred in doing the Project to date, and any deliverables completed or partially completed but not delivered to EWS at the time of suspension. The Subcontractor will also deliver all the completed and partially completed deliverables to and as directed by EWS. But, if delivery in that manner would not be in EWS's interest, then the Subcontractor will propose a suitable alternative form of delivery. If the Subcontractor does not receive written notice to continue the suspension, resume Work or terminate the Project within a thirty (30) day period immediately following Subcontractor's submission of their report to EWS, then this Agreement will terminate automatically for EWS in accordance with Article 7.0.

## **9.0 THIRD PARTY BENEFICIARY**

EWS and Subcontractor understand and agree that this Agreement is entered into for the benefit of Customer and that Customer is hereby expressly made a third-party beneficiary of this Agreement.

## **10.0 AMENDMENTS**

No changes to this Agreement or the Exhibits thereto shall be valid or effective unless made in the form of a written amendment which is approved in writing by the Customer and which is formally executed by authorized officials of EWS and Subcontractor.

## **11.0 PROHIBITION AGAINST ASSIGNMENT AND DELEGATION**

Neither this Agreement nor any interest therein, including, but not limited to, any claim for monies due or to become due with respect thereto, without prior written approval by EWS and Customer, shall be assigned, delegated, transferred, or divested in any manner by Subcontractor, and any attempt to do shall be null and void, and shall be deemed a material breach by Subcontractor. The provisions of this Paragraph shall survive the expiration or other termination of this Agreement.

## **12.0 PROHIBITION AGAINST SUBCONTRACTING**

Except as may be approved in writing by EWS no performance of this Agreement, or any part thereof, shall be subcontracted by Subcontractor, and any such subcontract shall be null and void, and any attempt to do shall be null and void, and shall be deemed a material breach by Subcontractor. The provisions of this Paragraph shall survive the expiration or other termination of this Agreement.

## **13.0 INDEMNIFICATION, INSURANCE AND PERFORMANCE BOND**

### **13.1 Indemnification**

Subcontractor shall, to the fullest extent allowable by law, indemnify, defend, and save harmless EWS and Customer, their respective subsidiaries, affiliates, directors, managers, officers, agents, officers, volunteers and employees from and against any and all claims, suits, actions, including workers' compensation suits, and costs of any kind, including but not limited to all defense costs, all reasonable attorney's fees, discovery costs, judgments, and expenses relating to: (1) any personal injury (including death), or property damage resulting from any intentional or negligent acts or omissions committed in whole or in part by Subcontractor, or its directors, managers, officers, agents, officers, volunteers and employees in connection with this Agreement; (2) any penalties, liquidated damages or other amounts assessed against EWS resulting from failures attributable to Subcontractor in connection with this Agreement; (3) the inaccuracy, untruthfulness or breach of any representation or warranty made by Subcontractor under this Agreement; and (4) any acts or damage caused by any third party vendor or service provider retained by Subcontractor to provide the services for Subcontract or contemplated under this Agreement, regardless of whether EWS or Customer authorized the use of such third party vendor or service provider.

### **13.2 Insurance**

If offered to EWS by Customer, Subcontractor may participate in the City-sponsored Central Insurance Program (CIP) plan shall satisfy Subcontractor's responsibility to obtain any of the types of insurance provided under such CIP plan. The Customer may facilitate the provision of this insurance plan as a convenience for Subcontractor and for the protection of the Customer. Provisions of these plans through the Customer is in no way an admission by Customer of liability for acts, omissions or negligence of Subcontractor, its officers, directors, manager, agents, employees or other representatives.

In lieu of the above, Subcontractor shall provide and maintain at its own expense during the entire term of this Agreement the following programs of insurance covering its operations hereunder. Such insurance shall be provided by insurer(s) satisfactory to EWS and Customer, and a copy of Subcontractor's Certificate of Insurance (COI) shall be delivered to EWS's Project Director on or before the effective date of this Agreement. Such evidence shall

specifically identify this Agreement and shall contain express conditions that Customer and EWS are to be given written notice at least thirty (30) days in advance of any material change or termination of any program of insurance.

Such insurance shall be primary to and not contributing with any other insurance maintained by Customer or EWS and shall name the Customer and EWS as an additional insured on the Commercial General Liability and Business Automobile liability, excess umbrella liability, Policies. Subcontractor shall include Customer & EWS as loss payee on the property and commercial crime insurance policies.

All such insurance shall be issued by a company that is licensed to do business in the State where the work is being performed and has a rating equal to or exceeding A- from A.M. Best. EWS shall have the right to include additional requirements or modify the current requirements at anytime during the subcontract agreement as it becomes necessary. Subcontractor may not begin any services under this Agreement until a COI in compliance with the above provisions and shows the following coverages is received by EWS:

- A. **Commercial General Liability Insurance:** including Premises & Operations, Products/Completed Operations, Contractual, Broad Form Property Damage, and Personal Injury with a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million (\$2,000,000) general aggregate. Such insurance shall protect EWS and the Customer from claims for property damage and/or bodily injury, including death that may arise from any of the operations under this Agreement. Coverage under this insurance shall be at least as broad as that provided by the most recently issued Insurance Services Office (ISO) Form CG 0001 and shall be "Occurrence" based rather than "Claims-Made." The general aggregate should apply per location and/or per project. This coverage will also include a waiver of subrogation clause in favor of EWS. Such Commercial General Liability Insurance shall name EWS and the Customer, together with their officials and employees, as an Additional Insured with coverage at least as broad as the most recently issued ISO Form CG 20 10.

If the above insurance is written on a Claims Made Form, such insurance shall be endorsed to provide an extended reporting period of not less than two years following the expiration or termination of this Agreement.

- B. **Business Automobile Liability Insurance:** endorsed for all owned, non-owned, borrowed, leased, and hired vehicles with a combined single limit of at least One Million Dollars (\$1,000,000) each accident. If Subcontractor's employees use personal vehicles in the performance of work under this contract, the State Financial Responsibility Law must be complied with by the employee, and an "Employees as Insured" endorsement shall be required to Subcontractor's Business Auto Policy. This coverage will also include a waiver of subrogation clause in favor of EWS.
- C. **Worker's Compensation:** Subcontractor shall maintain a program of workers' compensation insurance in an amount and form to meet all applicable requirements of the State where the work is being performed, including employer's liability with five hundred thousand dollars (\$500,000) limit, covering all persons performing work on behalf of Subcontractor and all risks to such persons under this Agreement. Self-



insurance is satisfactory as long as all the State or Customer filings have been done and approval has been obtained.

- D. **Commercial Crime:** Subcontractor shall maintain a Fidelity Bond/Commercial Crime Insurance Policy, in an amount of not less than Five Million Dollars (\$5,000,000), to insure against loss of money, securities, or other property referred to hereunder which may result from employee dishonesty, forgery or alteration, theft, disappearance and destruction, computer fraud, and burglary and robbery. Such insurance shall be primary and name EWS and Customer as loss payee as its interest may appear.
- E. **Property Insurance:** against all risks of physical loss or damage to property in Subcontractor's care, custody, or control and covering not less than the full replacement cost of any property at risk due to this Agreement.
- F. **Professional Liability:** that will cover all acts, errors, or omissions by the Subcontractor in the amount of One Million Dollars (\$1,000,000) per claim with an annual aggregate of at least \$2,000,000 inclusive of legal defense costs.
- G. **Excess Umbrella Liability Insurance:** in the amount of \$5,000,000 per occurrence. Customer and EWS shall be included as additional insured.

### 13.3 Failure to Procure Insurance

Failure on the part of Subcontractor to procure or maintain the required insurance shall constitute a material breach and default of this Agreement upon which EWS may terminate or suspend this Agreement. If coverage is canceled, terminates, or lapses and is not replaced with similar coverage, EWS has the right to go out and purchase insurance. The Subcontractor will be responsible for all costs and deductibles associated with the purchased insurance.

### 13.4 Claims Procedure

The Subcontractor agrees to notify EWS immediately of any claim that may involve EWS. Notification should be sent to EWS' Project Director as soon as possible. Subcontractor agrees to pay all legal fees associated with any claim involving EWS that results from Subcontractor's activities. Any deductible or retention maintained by Subcontractor will be the sole responsibility of Subcontractor.

### 13.5 Surety Performance & Payment Bonds

If Customer requires EWS to provide a performance or Payment bond, then EWS, at its option, may require Subcontractor to also provide performance or payment bonds in the amount of the subcontract value at Subcontractor's expense. EWS would be the obligee on the bond. If no surety bond is required in the prime contract, then EWS, at its option, shall have the right to require any type of surety bond from Subcontractor at Subcontractor's expense. Any bonds issued would have to be written through Surety Carriers having a rating of A+ or greater.

## **14.0 RECORDS AND AUDITS**

- 14.1 Subcontractor shall maintain accurate and complete financial records of its activities and operations relating to this Agreement in accordance with generally accepted accounting principles. Subcontractor shall also maintain accurate and complete employment and other records relating to its performance of this Agreement. Subcontractor agrees that EWS and Customer, or their authorized representatives, shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, or records relating to this Agreement. All such material, including, but not limited to, all financial records, time cards, and other employment records, and proprietary data and information (except proprietary routines developed for internal use), shall be kept and maintained by Subcontractor and shall be made available to EWS and Customer during the term of this Agreement and for a period of six (6) years thereafter unless written permission of both EWS and Customer is given to dispose of any such material prior to such time. All such material shall be maintained by Subcontractor at a location in Northwest, PA provided that if any such material is located outside of Northwest PA, then, at Customer's option, Subcontractor shall pay Customer for travel, per diem, and other costs incurred by Customer to examine, audit, excerpt, copy or transcribe such material at such other location.
- 14.2 In the event that an audit is conducted by Subcontractor specifically regarding this Agreement by any Federal, State or Customer auditor, or by any auditor or accountant employed by Subcontractor or otherwise (except Subcontractor's internal audit reports), then Subcontractor shall file copy of such audit report with Customer within thirty days of Subcontractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Agreement. Customer shall make a reasonable effort to maintain the confidentiality of such audit report(s). The requirements for retention, disclosure, and audit reflected in this subparagraph shall not apply to the Subcontractor's internal financial records reflecting the costs, profit, and loss incurred in the performance of this Agreement or any part thereof.
- 14.3 Failure on the part of Subcontractor to comply with the provisions of this paragraph 14.0 shall constitute a material breach of this Agreement upon which EWS may terminate or suspend this Agreement.

## **15.0 PROPRIETARY CONSIDERATIONS AND DATA SECURITY**

### **15.1 Proprietary Rights**

All materials, data and other information of any kind obtained from EWS and Customer personnel and all materials, data, reports, programs, and other information of any kind developed by Subcontractor for the performance of this Agreement are confidential and are the property of Customer and EWS. Subcontractor shall take all necessary measures to protect the security and confidentiality of all such materials, data, reports, programs and information. The provisions of this Paragraph shall survive the expiration or other termination of this Agreement.

### **15.2 Data Security**

Subcontractor shall protect the security of and keep confidential all materials, data, reports, programs and information received or produced under this Agreement.

### 15.3 Disclosure of Information

Except as approved in advance by EWS' media relations department, the Subcontractor agrees it shall not issue any press releases, public announcements, public disclosures, advertisements, opinions, or articles, or otherwise disclose any details in connection with this Agreement to any third party, unless otherwise required by law

### 16.0 PATENT, COPYRIGHT AND TRADE SECRET INDEMNIFICATION

Subcontractor shall indemnify, hold harmless and defend EWS and Customer from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorney's fees, for or by reason of any actual or alleged infringement of any United State's patent, copyright, or any actual or alleged trade secret disclosure, arising from or related to the operation and utilization of Subcontractor's work under this Agreement.

### 17.0 WARRANTIES

17.1 For a period of one year from acceptance of services hereunder, Subcontractor shall promptly correct any and all defects, errors or omissions provided pursuant to this Agreement. The correction of all such defects, errors or omissions shall be at no cost to EWS.

17.2 Subcontractor further warrants that:

- A. Subcontractor shall strictly comply with the specifications, requirements, standards, and representations set forth in this Agreement.
- B. All tasks, deliverables, goods, services, and other work shall be provided in a timely and professional manner by qualified personnel.
- C. Any software (other than proprietary routines developed for internal use) or data analysis used by Subcontractor shall be functionally available to EWS and Customer during the term of this Agreement and for a period of five years thereafter, provided that this warranty shall only apply to software or data analysis furnished by Subcontractor.
- D. All tasks, deliverables, goods, services, and other work shall be complete, uniform in appearance, and in accordance with generally applicable standards in the industry and shall perform according to the requirements as set forth in Exhibit 1 (Statement of Work).

### 18.0 COMPLIANCE WITH APPLICABLE LAW

18.1 Subcontractor shall comply with all applicable Federal, State, Customer, and local laws, rules, regulations, ordinances, and directives, and all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference.

18.2 Subcontractor shall indemnify and hold harmless EWS and Customer from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorney's fees, arising from or related to any violation on the part of Subcontractor, its

employees, agents, or Subcontractors of any such law, rules, regulations, ordinances or directives.

- 18.3 All Subcontractor personnel providing services under this Agreement which require specific Federal, State, Customer or local governmental licenses or credentials shall maintain such licenses or credentials current and valid throughout the period of Agreement performance. Any Subcontractor agent or employee who drives a vehicle in performance of contract operations shall have a valid operator's license for that vehicle class; evidence of vehicle insurance coverage for the driver will be required prior to assignment to such duties. Subcontractor shall maintain a file of required insurance, licenses and credentials for the business entity and for all subject employees which is current at all times and accessible for EWS and Customer inspection.

## **19.0 FAIR LABOR STANDARDS**

Subcontractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act, and shall indemnify, defend, and hold harmless EWS and Customer, their officers, employees and agents from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorney's fees arising under any wage and hour law, including but not limited to, the Federal Fair Labor Standards Act, for work performed by Subcontractor's employees for which EWS or Customer may be found jointly or solely liable.

## **20.0 NONDISCRIMINATION AND AFFIRMATIVE ACTION**

- 20.1 Subcontractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally without regard to or because of race, creed, color, religion, ancestry, national origin, sexual orientation, sex, age, condition of physical or mental handicap, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.
- 20.2 Subcontractor shall certify, at EWS' request, that it is in full compliance with all applicable EEO rules and laws.
- 20.3 Subcontractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, creed, color, religion, ancestry, national origin, sexual orientation, sex, age, condition of physical or mental handicap, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 20.4 Subcontractor certifies and agrees that it will deal with its Subcontractors, bidders, or vendors without regard to or because of race, creed, color, religion, ancestry, national origin, sexual orientation, sex, age, condition of physical or mental handicap, marital status, or political affiliation.

20.5 Subcontractor shall allow Customer and EWS representatives access to its employment records during regular business hours to verify compliance with the provisions of this Paragraph 20.0 when so requested.

20.6 If Customer or EWS find that any of the provisions of this Paragraph 20.0 have been violated, such violation shall constitute a material breach of this Agreement upon which EWS may terminate or suspend this Agreement. While EWS reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated, in addition, a determination by the Customer or the Federal Equal Employment Opportunity Commission that Subcontractor has violated State or Federal anti-discrimination laws or regulations shall constitute a finding that Subcontractor has violated the anti-discrimination provisions of this Agreement.

## **21.0 EMPLOYMENT ELIGIBILITY VERIFICATION**

Subcontractor shall conduct all necessary employment eligibility verifications for the Subcontractor personnel performing work under this Agreement.

## **22.0 CAPTIONS AND PARAGRAPH HEADINGS**

Captions and paragraph headings used in this Agreement are for convenience only and are not part of this Agreement and shall not be used in construing this Agreement.

## **23.0 WAIVER**

No waiver of any breach of any provision of this Agreement shall constitute a waiver of any other breach of such provision. Failure of any party to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The specific rights and remedies set forth in this Agreement shall not be exclusive and are in addition to any other rights and remedies provided by law.

## **24.0 GOVERNING LAW**

This Agreement shall be governed by, and construed in accordance with, the laws of the Commonwealth of Pennsylvania.

## **25.0 SEVERABILITY**

If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

## **26.0 AUTHORIZATION**

Subcontractor represents and warrants that the person executing this Agreement for Subcontractor is an authorized agent who has actual authority to bind Subcontractor to each and every term, condition, and obligation of this Agreement and that all requirements of Subcontractor have been fulfilled to provide such actual authority.

## **27.0 NOTICES**

All notices or demands required or permitted to be given or made under this Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties at the following addresses. Addresses may be changed by either party giving ten days prior written notice thereof to the other party.

If to CONTRACTOR:

Arbor E & T, LLC dba  
Equus Workforce Solutions  
1647 Sassafra Street Erie, PA 16502

If to SUBCONTRACTOR:

Warren County School District  
6820 Market St. Russell Pa 16345

Attention: Fadhail Ibraheem,  
Title 1 Project Director,  
Equus Workforce Solutions  
1647 Sassafra Street Suite 300,  
Erie, PA 16502

With a copy (which shall not constitute  
notice) to: Mark Douglass President,  
Arbor E&T, LLC  
9200 Shelbyville Road, Ste. 210  
Louisville, KY 40222

## **28.0 PENALTIES AND LIQUIDATED DAMAGES**

Subcontractor recognizes that various Customer losses, penalties, and/or liquidated damages may be assessed against EWS for certain failures to perform. In any such case where EWS' failure to perform is due to some act or omission, or failure to perform on Subcontractor's part, Subcontractor agrees to pay or reimburse EWS for such assessments and EWS may deduct same from any Subcontractor's invoices as applicable.

The Parties acknowledge that EWS reserves to itself any and all remedies available at law or in equity, by statute or otherwise, in the event of a default by Subcontractor under this Agreement. Such remedies may include, by agreement of the Parties, but not be limited to, the following:

- 1) the right to hire and direct Subcontractor's employees for the purpose of completing the Work;

- 2) the right to utilize the plans, schedules and other work product developed by the Subcontractor, which work product shall be delivered to EWS;
- 3) the right to hire a replacement Subcontractor to complete the work in the Subcontractor's place and stead; and
- 4) if Subcontractor supplies existing software for which the Subcontractor has copyright/ownership rights, the Subcontractor shall authorize EWS to utilize the proprietary software in order to fulfill EWS' obligations to Customer under the Prime Contract.

## **29.0 CHANGES AND AMENDMENTS OF TERMS**

EWS reserves the right to change any portion of the work required under this Agreement or to amend such other terms and conditions which may become necessary. Any such revisions shall be accomplished in the following manner:

- 29.1 For any change which does not materially affect the scope of work, period of performance, payments, or any other term or condition included under this Agreement, a Change Notice shall be prepared and signed by EWS.
- 29.2 For any revision which affects the scope of work, period of performance, payments, or any term and condition included in this Agreement, a negotiated modification to this Agreement shall be executed by the authorized officials of EWS and Subcontractor.

## **30.0 SUSPENDED OR DEBARRED ENTITIES**

By signing this Agreement, EWS certifies that EWS has not been listed by any federal, state or local agency as debarred, excluded or otherwise ineligible for participation in any federally, state or locally funded health care programs for the last ten (10) years. If during the term of this Agreement this information changes, Subcontractor shall notify EWS within twenty-four (24) hours of the change. Such notice shall contain all relevant particulars of any debarment, suspension, or proposed debarment.

## **31.0 OBLIGATIONS EXTENDED BEYOND PERIOD OF PERFORMANCE**

Subcontractor, its employees, agents, and Subcontractors shall not disclose any details in connection with this Agreement to any party, except as may be otherwise provided herein or required by law, for a period of no less than five (5) years from the termination of this Agreement and any subsequent amendments. In addition, the provisions contained in Sections 14.0 Records and Audits, 15.0 Proprietary Consideration and Data Security, and 16.0 Patent, Copyright and Trade Secret Indemnification shall survive for a period of five (5) years the expiration or earlier termination of this Agreement. Provision 4.6 shall also survive for two years after the term of this Agreement.

### **32.0 CONTRA PROFERENTEM**

In the event any claim is made by and party hereto to any conflict, omission or ambiguity in this Agreement, both parties specifically agree that no presumption or burden of proof or persuasion shall be implied or construed against the drafting party. To the extent that the terms of this Agreement are not controlled or superseded by the Prime Contract, the parties acknowledge that they have jointly participated in the negotiation and preparation of this Agreement.

### **33.0 EXECUTION IN COUNTERPARTS**

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

### **34.0 ASSIGNMENT**

Subcontractor may not assign this Agreement without the prior written consent of CONTRACTOR.

### **35.0 ENTIRE AGREEMENT**

This is the entire agreement between the parties and supersedes all prior agreements between the parties concerning the subject of this Agreement.

IN WITNESS WHEREOF, EWS and Subcontractor have caused this Agreement to be signed by their duly authorized officers on the day and year first set forth hereinabove.

Arbor E&T, LLC dba EQUUS  
WORKFORCE SOLUTIONS

Warren County School District

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



## **EXHIBIT 1**

### **FLOWDOWN TERMS AND CONDITIONS**

The following terms and conditions reflect tailored application from the Prime Contract that have specific application to the SUBCONTRACTOR under this Agreement.

The written material contained herein serves to convey terms of the Contract agreement that are not explicitly stated within the proposal, budget, or Contract agreement boilerplate. Where any contradictions occur between the previously submitted materials and this Appendix, this document shall take precedence.

#### **Payment and Performance:**

Payment for services rendered will be based on Verified TANF-Eligible Participants.

The Subcontractor will receive payment upon approval of monthly submission of the RFF and Monthly Report, which shall detail the monthly expenditures and subcontractor will provide receipts of payment for items listed on monthly report. The Subcontractor understands that Contractor or Customer may request verification of any expenses incurred by the submission of support documentation.

**Performance Measures:** Subcontractor will be required to comply with the performance measures of the Contractor. The performance measures are as follows:

#### **Verified TANF Eligible Participants Enrolled**

Goal: 10

Payment: \$1,000.00 per participant

#### **Completion of Work Experience**

Goal: 10

Payment: \$12.00/ hr

#### **Completion of Goals and Outcomes Measurement**

Goal: 10

Payment: NA

#### **Additional Contract Agreement Terms:**

- Vendor shall ensure that services that are culturally and linguistically appropriate.
- Vendor shall develop and manage Work Experience Sites that meet the following criteria:
  - o Hours at these sites must meet all applicable federal, state and local requirements
  - o Be a combination of public, private and non-profit
  - o Include the completion of time sheets signed by participant and staff prior to participant payment
  - o Payment by check to participants must occur biweekly

- o Accommodate customers defined as Refugee and those with Limited English Proficiency
  - o Have the potential to lead to permanent employment (when available)
  - o Be in locations that are accessible by public transportation when possible
- Ensure written parental permission is obtained prior to taking participants on any trip.
- Ensure, physical and emotional safety of participants, at all times.

### **Applicable Compliance Requirements:**

#### **Federal Requirements** CFDA #93.558

45 CFR Part 74

48 CFR Part 31

Temporary Assistance for Needy Families (TANF), funded by the Department of Health and Human Services

Uniform Administrative Requirements for Awards and Contracts to Institutions of Higher Education, Hospitals, Other Nonprofit Organizations, and Commercial Organizations (HHS)

Federal Acquisitions Regulations System Contract Cost Principles and Procedures

OMB Circular A-110 Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations

OMB Circular A-122 Cost Principles for Non-Profit Organizations

OMB Circular A-133 Audits of States, Local Governments, and Non-Profit Organizations

#### **State Requirements**

Temporary Assistance for Needy Families (TANF) Youth Development Program Summer and year-Round Procedures Manual

#### **Local Requirements**

All NWPA Job Connect Policies, most importantly:

NWPA Job Connect 210 WDB Youth Incentive

Policy NWPA Job Connect 300 Participant

Eligibility Appeal

NWPA Job Connect 306 Personally Identifiable Information

Policy NWPA Job Connect 307 Confidentiality Policy

NWPA Job Connect 308 Privacy Policy

**EXHIBIT 2**  
**(hereinafter, SUBCONTRACTOR)**

**STATEMENT OF WORK**

1. SCOPE OF WORK

A. General

SUBCONTRACTOR hereby acknowledges its receipt of a copy of the following documents, all of which are applicable to the performance by SUBCONTRACTOR of its tasks/responsibilities hereunder. All such documents are incorporated herein by reference and form a part of this Subcontract. All SUBCONTRACTOR'S work and effort hereunder shall conform to and be in accordance with all of the terms and conditions of these referenced documents.

- (a) The prime contract between EWS and the Customer for Warren County School District
- (b) The RFP and any amendments thereto, inclusive of appendices, attachments and exhibits for Warren County School District
- (c) EWS proposal and amendments/clarifications thereto for Warren County School District

In the event of any conflict among the above referenced documents precedence shall be determined by the descending order listed above.

SUBCONTRACTOR agrees that all of its efforts, services, responsibilities and tasks performed hereunder will conform to any good faith interpretation of said requirements as finally determined by the Customer.

B. General Description of SUBCONTRACTOR'S tasks

**Program Description (Who, What, Where, Why of what you will be doing:** The Warren County Career Center (WCCC) operates a Cooperative Education Program for its students that combine structured school-based classroom learning and productive work-based learning that matches the student learner's academic and career objectives. Cooperative Education involves a planned partnership with specific connecting activities and responsibilities shared by participating students, parents, schools, and employers. The program, which has received previous TANF funding, continues to grow in popularity with both students and local businesses. The Cooperative Education Program also provides students with opportunities to learn soft skills that will enhance their employability once they enter the workforce. Eligible WCCC seniors, as well as certain qualified juniors, may participate in the Cooperative Education Program. To be released from school, the student must work a minimum of fifteen (15) hours during the school week in a position related to the student's career objective. Each Cooperative Education student is monitored by the certified Cooperative Education Instructor (CEI) at the Warren County Career Center. The

CEI ensures that the students and employers are following the guidelines of the program, as well as maintaining the program to the standards of the Pennsylvania Department of Education and the Warren County School District. Many employers would like to become involved with the WCCC Cooperative Education Program but are unable to provide a paid experience for the students. The Warren County School District (WCSD) proposes to continue using TANF funding to recruit additional business partners, which will provide even more WCCC students with cooperative education experiences that will apply to their stated career interests. If funded, the CEI will be responsible for recruiting additional businesses providing TANF-eligible youth with work experience. The Warren County School District (WCSD) is primarily rural, dominated by national and state forest lands and the foothills of the Allegheny Mountains. That rurality can create a barrier to its residents, characterized by the existence of only two (2) major roadways that can provide quick, easy routes throughout the county and beyond. The remaining roads in the county/district are often hilly, winding routes that must be traveled at slower speeds for safety. The population has been on the decline in Warren County for a number of years. Data from the Center for Rural Pennsylvania indicates that Warren County's population between 2010-2020 declined by 7.7%. Business and industry have declined as well, with a number of larger employers closing or reducing their workforces. Connecting WCCC students and businesses can help demonstrate to those students the variety of jobs that remain available to them in Warren County while also helping employers link up with potential skilled employees. The proposal for TANF funding has the following outcomes: 1. Place 40 TANF-eligible students in cooperative education experiences 2. Provide each participating TANF-eligible cooperative education student with training on soft skills 3. Ensure that each TANF-eligible participating cooperative education student completes SP2 and Career Safe certifications at the WCCC 4. At least 80% of the participating TANF-eligible students receive a grade of 85% or better on their work supervisor assessment 5. At least 80% of the participating TANF-eligible students will receive a 'B' grade or better in their cooperative education course at the WCCC 6. Connect participating TANF-eligible cooperative education students with PA Careerlink programs to help them overcome other barriers to employment they might face.

**Plan for Recruiting Eligible Participants, Completion of Application and Obtainment of Supporting Eligibility Documentation:** The following plan is proposed for recruitment, completion of applications, and obtaining any necessary supporting eligibility documentation: **Recruiting Eligible Participants** Mr. Robert Smith, the Cooperative Education Instructor, maintains a relationship with many of the juniors and seniors enrolled in Programs of Study at the WCCC. He will work to recruit TANF-eligible students from those students, visiting the shops and instructors of the programs to reach the projected forty (40) student outcome. Mr. Smith will also reach out to local businesses that are interested in providing work experiences to students but are unable to do so due to finances. Interest in the program is high due to the success of the previous TANF-funded cooperative education effort.

**Completion of Applications** Mr. Smith will also be tasked with assisting any interested WCCC student complete the necessary eligibility applications. He will be able to request assistance from other district staff to contact parents for signatures, if necessary. All completed forms will be reviewed by Mr. Smith to ensure that all signatures and attachments are present before submission to the TANF contractor.

**Supporting Eligibility Documentation** Mr. Smith will be tasked with ensuring that all necessary supporting documents are received to support applications. Mr. Smith will be able to request assistance from other district staff to explain the necessity of the documentation to parents if it proves necessary. All completed eligibility applications will be reviewed by Mr. Smith to ensure that all attachments are present before submission to the TANF contractor. The expectation is that the target number of TANF-eligible students will be recruited by or before the projected October 1, 2023, start date of work experiences.

**Plan for Outcomes Measurement**

**and Achievement:** 1. Place 65 students in cooperative education experiences - This will be assessed by reviewing cooperative education placements of TANF-eligible students made by the CEI. 2. Each coop student will complete training on soft skills & certificate of completion from the WCCC. - This will be assessed by tracking the completion of soft skills training by TANF-eligible students placed by the CEI. 3. Each TANF-eligible cooperative education student will complete SP2 and Career Safe certifications at the WCCC. - This will be assessed by tracking the completion of soft skills training by TANF-eligible students placed by the CEI. 4. 80% of TANF-eligible cooperative education students will receive a grade of 85% or better on their work supervisor assessment. - The CEI will tabulate this from all work assessments submitted by partners offering work experiences to TANF-eligible students. 5. 80% of TANF-eligible of cooperative education students will receive a 'B' grade or better in their cooperative education course at the WCCC. - This assessment will be accomplished by the CEI, who will provide grades for all TANF-eligible students in the program. 6. TANF-eligible cooperative education students will be linked with PA Careerlink programs to help them overcome other barriers to employment they might face. - This will be accomplished by scheduling PA Careerlink staff to visit with TANF-eligible students in the program, providing printed information, web resources, etc.

**Program Youth Impact (Desired Outcomes, Indicator of Success and Performance Targets):** As outlined above, the proposal for TANF funding has the following outcomes for participating youth: 1. Place 65 TANF-eligible students in cooperative education experiences, 2. Provide each participating TANF-eligible cooperative education student with training on soft skills, 3. Ensure that each TANF-eligible participating cooperative education student completes SP2 and Career Safe certifications at the WCCC, 4. At least 80% of the participating TANF-eligible students receive a grade of 85% or better on their work supervisor assessment, 5. At least 80% of the participating TANF-eligible students will receive a 'B' grade or better in their cooperative education course at the WCCC, and 6. Connect participating TANF-eligible cooperative education students with PA Careerlink programs to help them overcome other barriers to employment they might face. Mr. Smith will monitor progress toward the outcomes listed above during the course of the grant period.

**Plan for Required Reporting:** The Warren County School District (WCSD) has a dedicated Grant Office that will assist Mr. Smith (the WCCC CEI) with all required reporting for the grant during its entire life cycle, as well as any preparatory forms/submissions. Student eligibility applications and eligibility documentation will be compiled by the CEI, with assistance from the Grant Office, if necessary. The CEI will submit completed applications and supporting documentation once they have been locally verified. The CEI or the WCSD Grant Office will submit the completed and signed Request for Funds (RFF) document with its agency information, eligible student names, and the amount awarded per student at that time. Monthly reports of program and spending progress will be compiled by the CEI/Grant Coordinator and submitted on the 15th of the month or as otherwise directed by the grant funder.

C. Delivery/Performance Schedule Requirements

SUBCONTRACTOR agrees to perform its effort/tasks within the time period or on or before the delivery/performance dates as set forth in Exhibits 2 and 3 or elsewhere in the Agreement.

2. PROJECT MANAGEMENT:

SUBCONTRACTOR shall designate a Project Manager who shall, in addition to his/her duties, act as a liaison between SUBCONTRACTOR and EWS' Project Manager. SUBCONTRACTOR'S manager will monitor performance goals as mutually determined by EWS and SUBCONTRACTOR and shall submit progress reports as required by EWS. SUBCONTRACTOR shall inform EWS as soon as the following types of conditions become known: a) probable delays for adverse conditions which materially affect the ability to attain objectives or prevent the meeting of time schedules or goals accompanied by a Statement of any remedial action taken or contemplated by SUBCONTRACTOR; or b) favorable developments or events which enable meeting time schedules and goals sooner than anticipated.

3. PERSONNEL:

- a. SUBCONTRACTOR shall obtain an executed Subcontractor Employee Acknowledgement and Confidentiality Agreement (Exhibit 4) for each of its employees performing work under this Agreement. Such agreements shall be delivered to EWS on or immediately after the effective date of this Agreement but in no event later than the date any such employee first performs work under this Agreement.

## **EXHIBIT 3**

### **PAYMENT PROVISIONS**

- A. The price provisions for this Subcontract have been negotiated on a fixed price basis for a total price of \$40,000.00
- B. SUBCONTRACTOR may invoice EWS for the above amounts after completion of each major milestone described above. Within sixty (60) days and upon EWS Project Director's approval, payment will be issued. Any and all sales and other taxes applicable to any SUBCONTRACTOR supplied equipment, software, or services covered by this contract are the sole responsibility of SUBCONTRACTOR.
- C. Notwithstanding receipt of SUBCONTRACTORS invoices as set forth above, EWS shall have no obligation to pay SUBCONTRACTOR therefore until EWS receives payment from the Customer for that particular task or subtask. In any event all such payments shall be considered provisional pending final acceptance by the Customer of any such Subcontractor effort or tasks. In the event of any invoice off-set, recoupment and/or withholding by the Customer associated with any work performed by the SUBCONTRACTOR, EWS may pass through and apply same to any amounts payable to the SUBCONTRACTOR hereunder or demand prompt repayment from the SUBCONTRACTOR of any such amounts after which the SUBCONTRACTOR agrees to so repay.

## EXHIBIT 4

### **SUBCONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

PROJECT NAME	TANF Youth Services for Northwest Pennsylvania Workforce Development Area
SUBCONTRACTOR/EMPLOYER NAME	Warren County School District
CONTRACTOR	Arbor E&T, LLC dba Equus Workforce Solutions.

#### **GENERAL INFORMATION:**

Your employer has entered into a subcontract with EWS identified herein to provide certain services to the Northwest Pennsylvania Workforce Development Area (the "Customer") under the referenced Contract between EWS and the Customer. Your signature on this SUBCONTRACTOR Employee Acknowledgement and Confidentiality Agreement is required.

#### **EMPLOYEE ACKNOWLEDGEMENT:**

I understand and agree that the SUBCONTRACTOR, referenced above, is my sole employer for purposes of the above referenced- contract, I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above referenced- contract.

I understand and agree that I am not an employee of the Customer for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the Customer by virtue of my performance of work under the above referenced contract. I understand and agree that I do not have any and will not acquire any rights or benefits from the Customer pursuant to any agreement between any person or entity and the Customer.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work related to the above referenced contract. I agree to forward- all requests for the release of any data or information received by me to EWS' Project Director, for the above r-eferenced Contract, and to my immediate supervisor.

I agree to keep confidential all records and all data and information pertaining to persons and/or entities receiving services from the Customer.

All materials, including, but not limited to, data, information, computer program, design, and details of systems feature and marking plans, which the SUBCONTRACTOR gains access to or knowledge of in the performance of this Agreement shall be deemed proprietary information of EWS. I hereby agree not to disclose for a period of five (5) years, commencing with the date of the termination of



this Agreement, any part of the proprietary information to other persons, and I agree to keep proprietary information confidential. I agree to execute a Statement of confidentiality if the same is requested by clients of EWS when I perform work for said clients under EWS contracts. Information is not considered confidential if it can be obtained through open records procedures or independently through a third party who has legal authority to release the material.

I agree to return all confidential materials to my immediate supervisor upon completion of the Subcontract, or termination of my employment with my employer, whichever occurs first. I acknowledge that violation of this agreement will subject me to civil and/or criminal action and that EWS, or the Customer may seek all possible legal redress.

NAME: \_\_\_\_\_  
(Signature)

DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

NAME: \_\_\_\_\_  
(Print)

POSITION:

PY-23-24 NW PA TANF Program		
Subcontractor Name: Warren County School District Program Date: 9/1/23-6/30/24		Total original awarded budget: \$40,000.00 Total updated budget: \$00.00 Total Youth to Be Served: 10
Program Budget	Description	Amount
<b>Personnel</b>		<b>\$8,980.00</b>
Robert Smith	Summer stipend for TANF management and oversight	\$8,980.00
<b>Travel</b>		<b>\$0</b>
<b>Supplies</b>		<b>\$0.00</b>
<b>Other</b>		
WEX Payroll Fee	Processing Fee (est. at 3.4%)	\$1,020.00
Youth To Be Served		10
Cost Per Participant		\$1,000.00
Total Program Budget		<b>\$10,000.00</b>
TANF Work Experience Budget		
Number of Youth:	10	
Rate Per Hour	\$12.00	
Number of hours/ youths	250 Hours	
Cost Per Participant:	\$3,000	
Total WEX Budget		<b>\$30,000.00</b>