

COUNTY OF BERKS
Request for Proposals #26-17-JRAA
Workforce Training Opportunity
Issued on
Friday, September 18, 2026

Pre-Proposal Conference
Wednesday, September 30, 2026, 1:30 P.M.
Refer to Section 1, paragraph 1.2 for details

Submittal Deadline:
Monday, October 19, 2026, 2:00 P.M., Local Prevailing Time
Refer to Section 5, paragraph 5.1 for submittal instructions.

County's Point-of-Contact for this RFP
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This Request for Proposals (RFP) package consists of 110 pages including this cover page and the Table of Contents page. If the RFP package you received is missing any pages, contact the County of Berks Purchasing Department by telephone at (610) 478-6168.

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SECTION ONE - Introduction and Instructions

1.1 Purpose of this Request for Proposals (“RFP”)

The County of Berks (“County”), a municipal corporation with its principal office in Reading, Pennsylvania is soliciting competitive sealed proposals (a “Proposal”) from professional firms (each a “Proposer”) that are interested in and capable of acting as program operator to administer the Workforce Training Opportunity in partnership with the One Stop Operator of the Pennsylvania CareerLink® Berks County as further detailed in the scope of work of this RFP (inclusive of all tasks, deliverables, and products required herein, “Services”). If the County elects to make an award to a Proposer in connection with the Services, the Proposed Form of Agreement and General Conditions included as Attachment A to this RFP as well as all documents incorporated therein shall form the entire agreement between the County and the successful Proposer (“Agreement”).

1.2 Pre-Proposal Conference

A pre-proposal conference will be held through a live broadcast using Microsoft Teams on Wednesday, September 30, 2026, beginning promptly at 1:30 P.M. The Proposers may participate in the pre-proposal conference of this Request for Proposal through a call-in number or utilizing Microsoft Teams. The Microsoft Teams URL may be subject to change, current Microsoft Teams URL for the opening can be located on the following site under the listing for this specific RFP:

<https://www.berkspa.gov/departments/purchasing/itb-rfp>

The purpose of this meeting is to conduct a question and answer session regarding this RFP package to maximize the Proposer’s understanding as to what is required. Should questions asked and answers given at the pre-proposal conference potentially alter the intent or scope of the RFP, the County will issue an addendum to the RFP to formally modify the RFP. This RFP cannot be modified by, and Proposers shall not rely on, comments made during the pre-proposal conference except as set forth in an addendum.

All Proposers who have received the RFP package from the County will receive notification of the issuance of the addendum.

1.3 Due / Opening Dates

The deadline for the County’s receipt of Proposals is 2:00 PM, local prevailing time, Monday, October 19, 2026 (“Proposal Deadline”). The County Controller’s time clock shall be considered the official time. Refer to Section 5, paragraph 5.1 for specific Proposal submittal instructions.

Proposals received after the Proposal Deadline will not be considered. It is the Proposer’s responsibility to ensure that their proposal is received by the specified deadline.

If submitting via a third-party carrier, the Proposer must allow adequate time for delivery to ensure timely receipt by the County.

Proposals will be opened publicly at 2:15 PM, on Monday, October 19, 2026 through Microsoft Teams. Proposers may attend the proposal opening through a live broadcast using Microsoft Teams. A summary of Proposals received (Proposer name) will be posted on the Purchasing Department’s page of the County’s website

<https://www.berkspa.gov/departments/purchasing/itb-rfp>

This Microsoft Teams URL may be subject to change, current Microsoft Teams URL for the opening can be located and on the following site under the listing for this specific RFP:
<https://www.berkspa.gov/departments/purchasing/itb-rfp>

Only the name of each Proposer will be read publicly. All other information contained in each Proposal shall be treated as confidential so as to avoid disclosure of contents prejudicial to competing Proposers.

1.4 Amendments to Submitted, Unopened Proposals

Amendments to or withdrawals of submitted, unopened Proposals will only be allowed if requests are received by the County prior to the Proposal Deadline. No amendments or withdrawals will be accepted after the Proposal Deadline unless they are in response to the County's request.

1.5 Required Review of RFP Package

Proposers shall carefully review this RFP for defects, inconsistencies or ambiguities. Comments concerning defects, inconsistencies or ambiguities must be made in writing and received by the RFP's point-of-contact (see cover page), at least ten (10) business days prior to the Proposal Deadline. This will allow for the issuance of any necessary addenda.

All questions must be in writing and directed to the RFP's point-of-contact. This RFP cannot be modified except by a written addenda issued by the County. The decision on whether an addendum is required shall be made by the County in its sole discretion.

If an addendum is issued, it will be provided to all parties who were provided a copy of the RFP by the County's Purchasing Department. It shall ultimately be the responsibility of the Proposer to check and download Addendums from the County's website.

1.6 Receipt of RFP Package

The County's Purchasing Department is the sole authority to provide the RFP package to interested companies or individuals. Proposers who are working from an RFP package obtained from any other source, may be working from an incomplete set of documents. The County assumes no responsibility for an error, omission, or misinterpretation resulting from a Proposer's use of an incomplete RFP package.

Proposers who have received the RFP package from a source other than the County Purchasing Department, are advised to contact the Purchasing Department to provide their Proposer's name, address, telephone number, fax number, and contact name. This will ensure that the Proposer will receive all communication regarding the RFP such as Addenda.

Proposers who have received the RFP package by downloading it from the County's website and have not provided their Proposer's information to the County's Purchasing Department are responsible for checking the website to obtain any Addenda issued for the RFP.

1.7 Preparation Costs

The County will not be responsible for any costs associated with the preparation, submittal, or presentation of any Proposal. If the County rejects a Proposal or does not award an Agreement to any particular Proposer, the Proposer agrees that it will not seek to recover lost or expected profits, Proposal preparation costs or claims for unjust enrichment.

1.8 Public Information

All Proposals and other material submitted become the property of the County and may be returned only at the County's option. Information contained in the Proposals will not be disclosed during the evaluation process. Under Pennsylvania's "Right to Know" laws (65 P.S. §§ 67.101-67.3104), public records are required to be open to reasonable inspection. All Proposal information, including detailed price and cost information, will be held in confidence during the evaluation process and prior to the time the Agreement is executed by the County. Thereafter, the Proposals will become public information. Requests for photocopies of public records must be made to the Open Records Officer and will be provided to the requestor for a nominal per page fee.

Trade secrets and other proprietary data contained in Proposals may be held confidential, if the Proposer requests, in writing, that the County does so, and if the County agrees, in writing, to do so. Material considered confidential by the Proposer must be clearly identified and the Proposer must include a brief statement that sets out the reasons for confidentiality.

1.9 Reservation of Rights

1.9.1 The County reserves and may, at its sole discretion, exercise the following rights with respect to this RFP and all Proposals submitted pursuant to this RFP:

- 1.9.1.1** To reject all Proposals and re-issue the RFP at any time prior to execution of the Agreement; to require, in any RFP for similar products and/or services that may be issued subsequent to this RFP, terms and conditions that are substantially different from the terms and conditions set forth in this RFP; or to cancel this RFP with or without issuing another RFP.
- 1.9.1.2** To reject any Proposal if, in the County's sole discretion, the Proposal is incomplete, the Proposal is not responsive to the requirements of this RFP, the Proposer does not meet the qualification requirements set forth in Section 5 herein, or it is otherwise in the best interest of the County to reject the Proposal.
- 1.9.1.3** To supplement, amend, substitute, or otherwise modify this RFP at any time prior to the execution of the Agreement.
- 1.9.1.4** To accept or reject any or all of the items in any Proposal and award the Agreement for the whole or only a part of any Proposal if the County determines, in its sole discretion, that it is in the County's best interest to do so.
- 1.9.1.5** To reject the Proposal of any Proposer that, in the County's sole judgment, has been delinquent or unfaithful in the performance of any contract with the County, is financially or technically incapable, or is otherwise not a responsible Proposer.
- 1.9.1.6** To waive any informality, defect, non-responsiveness, and/or deviation from this RFP that is not, in the County's sole judgment, material to the Proposal.
- 1.9.1.7** To permit or reject, at the County's sole discretion, amendments (including information inadvertently omitted), modifications, alterations, and/or corrections to Proposals by one or more of the Proposers following Proposal submission.

- 1.9.1.8 To request that one or more of the Proposers modify their Proposals or provide additional information.
 - 1.9.1.9 To request additional or clarifying information from any Proposer at any time, including information inadvertently omitted by a Proposer.
 - 1.9.1.10 To require that Proposers appear for interviews and/or presentations of their Proposals at County offices.
 - 1.9.1.11 To inspect programs similar in type and scope to the work sought in this RFP and/or to inspect the Proposer's facilities to be used in furnishing goods or services required by the RFP.
 - 1.9.1.12 To conduct such investigations as the County considers appropriate with respect to the qualifications of any Proposer and with respect to the information contained in any Proposal.
- 1.10 Any and all protests related to this solicitation are subject to the County of Berks Protest Policy which is located on the County of Berks Purchasing Department website:
<https://www.berkspa.gov/departments/purchasing/itb-rfp>
- 1.11 **RFP Timeline**
 Following is the County's estimated timeline for the RFP process:
- | | |
|---|--------------------------------|
| Issue RFP | Friday, September 18, 2026 |
| Pre-Proposal Conference | Wednesday, September 30, 2026 |
| Cutoff for Submission of Written Questions (10 business days before the due date) | Monday, October 5, 2026 |
| Deadline for Submission of Proposals | Monday, October 19, 2026 |
| Opening of Submitted Proposals | Monday, October 19, 2026 |
| County's Review of Proposals | October 19 – November 4, 2026 |
| Notify Short List Firms | Thursday, November 5, 2026 |
| Interview Short List Firms | November 9 – November 13, 2026 |
| Issue Notice of Contract Award | Friday, November 20, 2026 |
| Commencement of Work | January 1, 2027 |

SECTION 2 – Method of Vendor Selection

- 2.1 **Interviews with Short List Firms**
 The County may, in its sole discretion, elect to conduct interviews with one or more Proposers. The purpose of an interview will be to clarify and assure the Proposer's full understanding of, and responsiveness to, the solicitation requirements. Revisions to a Proposal may be permitted after submission and before the County's execution of the Agreement for the purpose of obtaining best and final offers with the County's approval. The individual identified in the Proposal as the Program Manager, must be in attendance at the interview.
- 2.2 **Right to Negotiate**
 After the County's completion of the Proposal evaluation process, including any interviews held with Proposers during the evaluation process, the County may elect to initiate negotiations with one or more Proposers for modification of any component of the Agreement, including, without limitation, the scope of services, price or schedule for completion. The option of

whether or not to initiate or terminate negotiations rests solely with the County, which may be exercised at any time.

2.3 Award of Contract

If the County elects to award the Agreement pursuant to this RFP, it intends to award the Agreement to the responsible and responsive Proposer whose Proposal is determined to provide the best overall value to the County. The County intends to award an **eighteen (18) month Agreement term**. The Vendor should be prepared to begin work on January 1, 2027.

SECTION 3 - Standard Contract Information

3.1 Standard Agreement Provisions

The Agreement resulting from the award of this RFP will be governed by the terms and conditions set forth in the Proposed Form of Agreement and General Conditions set forth in Attachment A, attached hereto and incorporated herein. Proposers must detail in their Proposal their reasons for objection to any part of RFP or Proposed Form of Agreement and General Conditions in their Technical Proposal. Hindrance of the award process due to the extent of a Proposer's objection to the form or substance of the RFP or Proposed Form of Agreement and General Conditions may have a negative impact on the County's assessment of that Proposal.

3.2 Agreement Content

The Agreement will incorporate this RFP, the Proposer's Proposal, and any additional information deemed necessary as a result of the negotiations held with the successful Proposer(s).

3.3 Confidentiality of Protected Health Information:

To the extent applicable, the parties hereto agree to fully comply with the Health Insurance Portability and Accountability Act of 1996, P.L. 104-191, and all amendments thereto and regulations promulgated thereunder (collectively, "HIPAA"), as well as any other applicable laws or regulations concerning the privacy and security of health information. The successful Proposer agrees at all times to treat any protected health information (as defined by HIPAA), created by or disclosed or otherwise made available to the successful Proposer in connection with the Agreement, in accordance with all federal, state and local laws and regulations regarding the confidentiality of protected health information. Without limitation to other rights and remedies under the Agreement or afforded by law, County may immediately terminate the Agreement if it determines that there has been a material breach of this provision.

To the extent that County meets the definition of a "Covered Entity" or "Business Associate" (as such terms are defined under HIPAA) and the successful Bidder is determined by County to meet the definition of a "Business Associate" or "Subcontractor" (as such terms are defined under HIPAA) of County, the successful Proposer and County shall enter into a HIPAA Business Associate Agreement in a form satisfactory to County as set forth in Attachment B, attached hereto and incorporated herein, which shall govern the treatment of any protected health information created, received, transmitted or maintained by successful Proposer on behalf of the County.

SECTION 4 – Scope of Work

4.1. Summary of Expected Service

The Berks County Workforce Development Board (“WDB”) has responsibility for long-term strategic planning to meet Berks County’s workforce development needs. This includes planning, analysis, oversight, evaluation and monitoring, and the development and cultivation of partnerships within the Berks County community and/or a regional basis. The Workforce Development Board also manages Federal and State workforce development funds which the County of Berks receives, manages financial and programmatic information systems, and performs the procurement, contracting and administrative systems functions required to support the goals of these funds. The PA CareerLink® Berks County is the Workforce Development Board’s principal provider of operational services and the gateway to the workforce development system in Berks County.

4.2. Program Summary

- 4.2.1.** The Berks County Workforce Development Board (WDB), a single county workforce development area located in Southeast Pennsylvania, is seeking a result-oriented, customer-focused organization to provide career building training opportunities that can include pre-apprenticeship programs for adults with barriers to employment in Berks County. The program should include:

4.2.1.1. Reliable and streamlined pathways to employment for graduates

4.2.1.2. Evidence of strong employer relationships and commitments to hire.

4.2.1.3. Capability to fulfill the following data collection requirements:

4.2.1.3.1. Track participants enrolled in training programs

4.2.1.3.2. Track participants who have completed training programs

4.2.1.3.3. Track participants who have obtained employment

- 4.2.2.** Proposed trainings must align with one or more of the targeted industries specified below and enable the participant to successfully conclude the training within the specified grant funding period of performance:

4.2.2.1. Manufacturing

4.2.2.2. Healthcare

4.2.2.3. Construction

4.2.2.4. Agriculture and Food Production

- 4.2.3.** Certificates must recognize technical, industry or occupational skills for the specific industry or occupation. Flexible and innovative career building training or pre-apprenticeship programs can help adults with barriers to employment explore and prepare for success in these pathways.

- 4.2.4.** This funding will help launch or expand such career building training or pre-apprenticeships that prepare adults with barriers to employment with the essential skills and credentials they need to find, acquire, maintain, and grow within a job. Applicants will be asked to submit a sustainability plan for program continuation beyond the period of performance for the grant.

4.2.5. This project totaling \$600,000.00 is 100% federally supported by the U.S. Department of Labor with \$0 (0%) state, local and/or non-governmental funds.

4.2.5.1 The WDB anticipates funding up to three grants, each for a duration of eighteen months. At least sixty (60%) of grant funds must be used for individual training costs.

4.2.6. Proposals from consortia, partnerships or other combinations of organizations must identify one organization as the lead agency and prime contractor and must specify the assignment of subcontracting relationships that are contemplated.

4.3. Statement of Work

4.3.1. General Information

4.3.1.1. Target Group

There are three groups of individuals with barriers to employment that are targeted:

4.3.1.1.1. Veterans and their eligible spouses

4.3.1.1.2. Unemployed and Underemployed individuals.

4.3.1.1.2.1. Underemployed is defined as:

4.3.1.1.2.1.1. Employed less than full-time (defined as 30 hours/week) but are seeking full-time employment; or

4.3.1.1.2.1.2. Employed in a position that is inadequate with respect to their skills and training; or

4.3.1.1.2.1.3. Current job's earning is less than 80% of the earnings from an individual's previous employment.

4.3.1.1.3. Disconnected young adults.

4.3.1.1.3.1. Defined as individuals age 18 through 24 who are neither working nor enrolled in vocational training.

4.3.1.1.4. While proposals should be targeted at the three groups listed above, not all participants must come from the targeted populations. However, all individuals enrolled in the program must meet Workforce Innovation and Opportunity Act (WIOA) Title I Adult eligibility. Eligibility includes the following elements:

4.3.1.1.4.1. Age 18 or over.

4.3.1.1.4.2. Must have documentation to meet I-9 work requirements.

4.3.1.1.4.3. Males must meet Selective Service requirements.

4.3.2 Program Duration

January 1, 2027-June 30, 2028

4.3.3 Method of Payment

Cost reimbursement.

4.3.4 General Responsibilities

4.3.4.1 Staffing

- 4.3.4.1.1** Adequate staff must be assigned to this project to ensure the provision of a high level of service to the individuals enrolled in the program.

4.3.4.2 Hours of Operation

- 4.3.4.2.1** Activities should be scheduled to occur at times most likely to meet client needs.

4.3.4.3 Coordination with PA CareerLink® Berks County

- 4.3.4.3.1** Funding for this grant opportunity is derived from the WDB WIOA Title I Adult allocation and, as such all enrolled individuals must meet WIOA Title I Adult eligibility. Eligibility and case management activity is tracked in the state system of record – the PA Commonwealth Workforce Development System (CWDS). Final program eligibility will be determined by the operator of the Title I Adult program. The successful proposers must coordinate and work closely with PA CareerLink® Berks County WIOA Title I staff to ensure all program activity is entered in CWDS. The proposer will not be given CWDS access.

4.3.4.4 Services to be Performed

- 4.3.4.4.1.** Training and case management activities as appropriate to support the job readiness training or pre-apprenticeship program. Proposed program curriculum will provide the participant with a general level of knowledge about the target industry (or industries). Academic upgrading, credential achievement, career advancement potential, and employment strategies included in the program curriculum are considered a plus.

4.3.4.5 Specific services/program components the WDB expects to be incorporated in the program include:

- 4.3.4.5.1** Outreach to the targeted groups.
- 4.3.4.5.2** Job placement and connection to further training including on-the-job training or registered apprenticeship.
- 4.3.4.5.3** Job skills training/entry-level certificates in manufacturing, healthcare or construction.

4.3.4.6 Supportive services, stipends and incentives may not be supported by this grant, however; proposers are highly encouraged to provide supportive services, stipends and incentives via funding not provided through a contract with the WDB.

4.3.4.7 Performance Outcomes

- 4.3.4.7.1** Performance standards will be used by the WDB to evaluate the success of the contractor. Staff from the WDB will use these standards when monitoring the contractor to determine if satisfactory progress is being made. Additional

quantitative goals may be added during the period of performance. Performance standards are subject to change based on WDB priorities and strategic initiatives.

4.3.4.7.2 The following performance standards are based on WIOA performance expectations, “exit” is the term used in WIOA for program termination:

4.3.4.7.2.1. Eighty percent (80%) of program enrollees will complete the program with employment. Employment is defined as employed at the self-sufficiency wage for Berks County (\$43,242 for 2026 as reported by the PA Center for Workforce Information and Analysis).

4.3.4.7.2.2. Eighty percent (80%) of individuals enrolled in the program will achieve an industry recognized credential.

4.3.4.7.2.3. Seventy five percent (75%) of enrollees will be from one of the target groups.

4.3.4.7.2.4. Fifty percent (50%) of enrollees will receive at least one supportive service, stipend or incentive.

4.3.5 Administrative Requirements

4.3.5.1 Participant Records

All records pertaining to a subsequent contract must be maintained for a period of seven years beyond the final day of the program year the contract is terminated unless litigations, claims, or audits are begun prior to the expiration of this seven-year period, in which case, all records shall be retained until those litigations, claims, or audits relating to those records have been resolved.

4.3.5.2 Program Status Records and Reports

The Financial Status Report (FSR), Attachment D, must be submitted to the WDB Fiscal Manager no later than noon (12:00 PM) on the 9th day of the month following the month being reported.

4.3.5.3 Other Requirements

4.3.5.3.1 The program operator must comply with all Federal audit requirements, including Subpart F., Sections 200.500-521 of 2 CFR 200, the OMB Uniform Code.

4.3.5.3.2 The program, including all associated records, staff, participants, and documentation of performance must be available for monitoring by WDB staff and representatives of Federal and Commonwealth funding sources.

4.3.5.3.3 The operator must have the ability to produce ad hoc program reports as directed by the WDB.

4.3.6 Proposer's Response

The proposer must respond to all the requirements listed in this section. Please number and order responses to the narrative questions in the same sequence presented. If additional documentation is supplied, it must be referenced with page number in the response. Proposals should be prepared simply and economically, providing a concise description of the proposed project.

4.3.6.1 Introduction to Agency

4.3.6.1.1 Provide a summary of the history of your agency. For how long has your agency provided workforce services and in what capacity? Please provide specific reference to services similar to those described in this RFP.

4.3.6.1.2 Please list one to three government departments (Federal, State or Local) with whom your agency currently or recently holds/held a contract to provide similar services to those described in this RFP. Please provide a description of the contracted program(s). Please provide contact information within the department for an individual knowledgeable concerning your current or recent contract. If the agency has no history with government contracts, please state so and explain why agency has capacity for such a contract and provide appropriate examples and reference contact information.

4.3.6.1.3 Please provide three monitoring reports completed by granting agencies for contracts your agency currently or recently hold/held. At least one report must be from a government agency (Federal, State or Local) if the proposer has had such contracts.

4.3.6.2 Program Description

4.3.6.2.1 Please provide a detailed description of the proposed career building training or pre-apprenticeship program.

4.3.6.2.2 Describe the training model, class schedule, and what participants will learn including:

4.3.6.2.2.1.Core competencies and skills covered to prepare for industry credential assessments.

4.3.6.2.2.2.Reading level and/or math level of the curriculum, reading, and/or math level that would be required for successful program completion.

4.3.6.2.2.3.Tentative curriculum and/or schedule with learning objectives.

4.3.6.2.2.4.Inclusion of Industry recognized credential attainment.

4.3.6.2.3 Provide a detailed description of instructional methods and how these strategies/approaches will ensure participant retention, credential attainment, and connection to training related employment.

4.3.6.2.4 Provide a sustainability plan.

- 4.3.6.2.5** How will you engage and conduct outreach to targeted groups (see Statement of Work section 4.3.1.1).
- 4.3.6.2.6** Describe how the organization facilitates pathways to employment for participants:
- 4.3.6.2.6.1. Established employer partners, including details on relationships and commitments.
- 4.3.6.2.6.2. Employer commitments to interview.
- 4.3.6.2.6.3. Employer commitments to hire.
- 4.3.6.2.7** Indicate expected credential or certification achievement in manufacturing, healthcare, construction, or agriculture and food production occupation(s) at participant completion of the proposed career building training or pre-apprenticeship program.
- 4.3.6.2.8** Provide a description and history of the organization and its experience with training within the proposed model.
- 4.3.6.2.8.1. Include applicable previous training outcomes in detail.
- 4.3.6.2.9** Supportive services/wrap-around services as appropriate to help individuals succeed in the program.
- 4.3.6.2.10** If applicable, please provide plans to register the pre-apprenticeship with the PA Department of Labor & Industry Apprenticeship Training Office. What are the potential benefits or drawbacks in pursuing such a registration?
- 4.3.6.3** Executive Summary
- 4.3.6.3.1. State in concise terms, in one page or less, the proposer's understanding of the issues to be addressed and the services required by this RFP.
- 4.3.6.3.2. State the overall goal of the proposed program.
- 4.3.6.3.3. Briefly and clearly state the overall approach to accomplishing this goal.
- 4.3.6.4** Prior Experience
- 4.3.6.4.1. Describe past experience providing training or pre-apprenticeship services to individuals with barriers or other relevant experience that bears directly on a demonstration of your capacity and qualifications. Please provide supporting documentation demonstrating achievement of program goals and performance including monitoring reports prepared by grant agencies. Indicate whether your program was cited in monitoring or audit reports for a programmatic or fiscal deficiency.
- 4.3.6.4.2. If the proposer has had past experience with any organization other than the WDB in the proposed workforce development area, please provide

the name and address of the contact organization and the contact person's name, telephone number and email address.

4.3.6.5 Personnel

- 4.3.6.5.1. Indicate who the management contact will be for this program. This individual will be responsible for day-to-day operations. Include a resume and job description for this individual. State to whom the management contact will report and the percentage of time they will devote to the program.
- 4.3.6.5.2. Provide a job description for all other positions including to whom the position will report and percentage of time to be devoted to the program. If known, provide the name and resume of the individuals filling the positions.
- 4.3.6.5.3. Briefly describe how the administrative structure will ensure performance of the proposed workforce development program. Provide an organizational chart of the administrative structure.
- 4.3.6.5.4. State the name, phone number and e-mail address of the individual who will be responsible for addressing fiscal issues.
- 4.3.6.5.5. Discuss training available to staff, including training in latest trends and developments within workforce development.
- 4.3.6.5.6. Identify any related certification held by staff, if staff to be assigned are known, or your organization's intent with respect to encouraging achievement of relevant certification.

4.3.6.6 Program Performance

- 4.3.6.6.1 Describe how the stated performance goals will be achieved.
- 4.3.6.6.2 Does your agency have experience operating contracts employing performance goals and measures?
- 4.3.6.6.3 What is your agency's experience meeting those goals?
- 4.3.6.6.4 Please provide documentation of goal achievement.
- 4.3.6.6.5 How does your agency collect data to ensure performance is on target?
- 4.3.6.6.6 Please provide examples of times your agency has taken leadership roles in workforce development activities. What was the outcome? Please provide contact information for partner staff that can verify these activities.
- 4.3.6.6.7 Please provide examples of program reporting that has been provided to workforce agency boards, grant providers, and the community at large.

4.3.6.6.8 If applicable, describe how high value training will be delivered virtually as well as in-person.

4.3.6.7 Cost Effectiveness

4.3.6.7.1 Justify the budget. What is the proposed service level including expected numbers of participants to be served?

4.3.6.7.2 Indicate your understanding of the contracting process and your ability to operate the program utilizing the method of payment applied to this proposal.

4.3.6.7.3 Indicate matching funds or cost-sharing sources and amounts of any non-WIOA funds to be leveraged in the operation of this program.

4.3.6.7.4 Detail how leveraged resources will supplement core funding to ensure the proposed program has the greatest customer impact. Provide examples of how leveraged resources have provided customer impact beyond core funding in other programs operated by your agency.

SECTION 5 - Proposal Format and Content

5.1 Submission of Proposal

5.1.1 Proposals shall be submitted with one (1) original and one (1) electronic copy of the Technical Proposal and an electronic excel file of Attachment E, Budget Sheets on a CD or thumb drive to: **County of Berks, c/o County Controller, Berks County Services Center, 633 Court Street, 12th Floor, Reading, PA, 19601**. The original Proposal shall be marked “original” and the electronic copy of the Proposal must be a complete copy of the original including all attachments and appendixes. Proposals received after the Proposal Deadline will not be considered. As there have been mail delays in the past, Proposer shall mail any RFP response with sufficient lead time to allow for such delays in the delivery.

5.1.2 Proposals shall be submitted in two (2) parts – a “Technical Proposal” and “Price Proposal”. The Technical Proposal shall cover the technical aspects of the Services, but shall not include any mention of proposed fees or out-of-pocket expenses. The Price Proposal shall include all details as to the fees charged and out-of-pocket expenses to be billed for the comprehensive completion of Services. The Technical Proposal and the Price Proposal shall be submitted in separate sealed, opaque envelopes or containers with the words “Sealed Technical Proposal – RFP #26-17-JRAA” and “Sealed Price Proposal – RFP #26-17-JRAA” clearly printed on the outside of each package. Proposals received via facsimile will not be considered.

5.1.3 Each Proposal section enumerated in paragraph 5.3 – 5.12 must be clearly identified and tabbed in the submitted Proposal.

5.2 Proposal Format

The County discourages overly lengthy and costly proposals; however, Proposers should follow the format set out herein and provide all of the information requested. For a Proposal to be considered, Proposers must follow the instructions outlined in this RFP.

5.3 Transmittal Letter

Proposals shall include a brief letter which provides the Proposer's name; address of the main office and any branch offices; telephone and fax number for each office; name, title, telephone number, fax number, and email address of the Proposer's contact person for this Program; a statement that the Proposal is in response to this RFP; and the signature, typed name, and title of an individual who has *actual authority** to commit the Proposer to the Proposal. The transmittal letter shall also include an acknowledgement of each RFP addendum received (if applicable), and a statement that the Price Proposal is valid for at minimum ninety (90) days from the Proposal opening date.

**Proposals by individuals must be signed personally, with name typed below signature, and witnessed. A complete address and trade name must be provided. Proposals by partnerships must include the typed names and business address of all partners and the trade name of the Proposer. The Proposal must be signed by at least one general partner, whose signature must be witnessed. Proposals by corporations must include the typed name of the corporation, the State of incorporation, and the principal officer of the corporation. The Proposal must be signed by the President or Vice-President (or by an officer or agent duly authorized to bind the corporation to a contract, proof of whose corporate authority shall be attached), and attested by the Secretary, Assistant Secretary, or Treasurer of the corporation.*

5.4 Understanding of the Services

Proposers must provide a comprehensive narrative statement that illustrates their understanding of the requirements of the Services, and illustrates how their methodology will serve to accomplish the work and meet the County's schedule. Proposers must describe how they will approach the Services; describe the methods and frequency of interface between your program team members and the County's program team members in performing the Services; and indicate how often the program manager and the program team members will be on site in the performance of the Services.

5.5 Qualification Statement

5.5.1 Each Proposal shall include, at minimum, the following information about the Proposer:

5.5.1.1 The number of years the Proposer has been in business.

5.5.1.2 Provide a summary of the history of your agency. For how long has your agency provided workforce services and in what capacity? Provide specific reference to services similar to those described in the RFP.

5.5.1.3 The type of organization of the Proposer (i.e. Corporation, Partnership, Sole Proprietorship).

5.5.1.4 The names and titles of the Proposer's principals.

5.5.1.5 The Proposer's most recent annual report or the company's most recent income statement, balance sheet, and statement of cash flow accompanied by an auditor's report attesting to the accuracy of these financial statements.

5.5.1.6 Identify if Proposer holds any current federal certifications for the following:

Minority Owned Business (MBE), Women Owned Business (WBE), Small Disadvantaged Business (SDB), Disadvantage Business Enterprises (DBE), 8a Designation, HUB Zone Business Enterprises (HUB) or Disabled Veteran Business (DVBE).

- 5.5.1.7** Any and all certifications required or sought after for the services being provided.
- 5.5.2** The following questions should be answered thoroughly as part of the Proposal:

 - 5.5.2.1** What is the Proposer's main business focus?
 - 5.5.2.2** What are the strengths of the Proposer and how will the County benefit from those strengths?
- 5.5.3** Each Proposal shall address the Proposer's qualifications for the development and completion of the Services based on the following:

 - 5.5.3.1** List and describe the Proposer's experience with federal, state or local government whom your agency currently or recently holds/held a contract to provide similar services to those described in this RFP. For each listed program include: name and location of program; reference contact name; telephone number; email address; estimated total program cost and actual total program cost; planned program completion date and actual program completion date; and summary description of the program. Additionally, include three monitoring reports that were supplied to each agency/government. At least one report must be from a government agency (Federal, State or Local).
 - 5.5.3.2** Identify the program manager and submit this individual's credentials (work/program experience and education), evidencing the experience required in Section 4.3.6.5 herein. Include a resume and job description for this individual. State to whom the management contract will report and the percentage of time they will devote to the program. List the names and titles of your planned program team members and describe their individual levels of experience and expertise with this type of program, evidencing the experience required in Section 4.3.6.5 herein. Provide a job description for each position including to whom the position will report and percentage of time to be devoted to the program. Include an organizational chart showing the reporting structure of the team members.
 - 5.5.3.3** Proposer shall provide their proposed staffing model and hours of operation.
 - 5.5.3.4** Describe the Proposer's capacity to execute the Services within the proposed schedule. Describe the Proposer's willingness and ability to commit personnel to meet the scope and schedule of the Services. (Include a list of current programs and the anticipated completion dates of these programs).
 - 5.5.3.5** Describe the overall design and customer flow of your program.
 - 5.5.3.6** Advise how stated performance goals outlined in Section 4, Clause 4.3 will be achieved.

- 5.5.3.7** What experience does your agency have with operating contracts that include employing performance goals and measures? What is your agency's experience meeting those goals? Provide documentation of goal achievement.
- 5.5.3.8** How does your agency collect data to ensure performance is on target? Identify any programs that you utilize to collect and manage data.
- 5.5.3.9** Provide examples of times your agency has taken leadership roles in workforce development activities. What was the outcome? Provide contact information for partner staff that can verify these activities.
- 5.5.3.10** Provide examples of program reporting that has been provided to workforce agency boards, grant providers, and the community at large.
- 5.5.3.11** Provide examples of how your agency has assisted other job-seekers with significant barriers to employment prepare for, enter, and move along pathways to in-demand, family-sustaining careers.
- 5.5.3.12** Indicate your understanding of the contracting process and your ability to operate the program utilizing the method of payment applied to this proposal.
- 5.5.3.13** Indicate sources and amounts of any non-WIOA funds to be utilized in the operation of this program.
- 5.5.3.14** Detail how leveraged resources will supplement core funding to ensure the proposed program has the greater customer impact. Provide examples of how leveraged resources have provided customer impact beyond core funding in other programs operated by your agency.
- 5.5.3.15** If the Proposer has had past experience with any organization, other than the WDB in the proposed workforce development area, provide the name and address of the contact organization and the contact person's name, telephone number, and email address.
- 5.5.3.16** State the name, phone number, and e-mail address of the individual who will be responsible for addressing fiscal issues.
- 5.5.3.17** Discuss training available to staff, including training in latest trends and developments within workforce development.
- 5.5.3.18** Identify any related certification held by staff, if staff to be assigned are known, or your organization's intent with respect to encouraging achievement of relevant certification.
- 5.5.3.19** Describe the process used to ensure that employer contacts are documented accurately and reported timely to the WDB.
- 5.5.3.20** Describe how the stated performance goals outline in Section 4, Clause 4.3 will be achieved.

- 5.5.3.21** Complete Proposers Fact Sheet, Attachment F.
- 5.5.3.22** Review Attachment H, Berks County Workforce Development Board Grievance Hearing Procedure.
- 5.5.3.23** Complete the Worker Protection and Investment Certification Form BOP-2201, Attachment I.
- 5.5.3.24** Identify what process you have in place to supplement your workforce due to greater demand or to replace staff who are unable to work.
- 5.5.3.25** Identify software programs and electronic mechanisms and the process you will utilize to provide these virtual services.
- 5.5.3.26** Identify all processes and procedures your firm has in place to protect the health of your employees and the clientele your firm services.
- 5.5.3.27** Provide a copy of your firm's continuity of operations plan.

5.6 Conflict of Interest

- 5.6.1** Each Proposal shall include a conflict of interest statement indicating whether or not any principals in the Proposer, their spouse, or their child is employed by the County of Berks, and whether or not the Proposer or any individuals providing Services has a possible conflict of interest, and, if so, the nature of that conflict. Furthermore, Proposers shall complete the Non-Collusion Affidavit Form attached to this RFP as Attachment C and submit an executed copy with its Technical Proposal.
- 5.6.2** To preserve the integrity of County employees and elected officials and to maintain public confidence in the RFP process, the County prohibits the solicitation or acceptance of anything of value by a County employee or elected official from any person seeking to initiate or maintain a business relationship with County departments, boards, commissions, and agencies.
- 5.6.3** Proposers shall not pay any salaries, commissions, fees, or make any payments or rebates to any employee, elected official of the County or their designees. Nor shall any Proposer favor any employee, elected official of the County or their designees with gifts or entertainment of significant cost or value, or with services or goods sold at less than full market value.
- 5.6.4** The County reserves the right to disqualify a Proposer or cancel an award of the Agreement if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity of the program to be performed by the Proposer. The County's determination regarding any question of conflict of interest shall be final.

5.7 Subcontractors

- 5.7.1** Subcontractors may be used to perform portions of Services. If a Proposer intends to use subcontractors, the Proposer must identify in its Proposal the names of the subcontractors

and the portions of Services the subcontractors will perform in its Proposal. Proposals must contain the following information concerning each prospective subcontractor:

- 5.7.1.1** Complete name of the subcontractor.
- 5.7.1.2** Complete address of the subcontractor.
- 5.7.1.3** Type of Services the subcontractor will be performing.
- 5.7.1.4** Percentage of Services the subcontractor will be performing.
- 5.7.1.5** Evidence that the subcontractor holds a valid Pennsylvania business license.
- 5.7.1.6** A written statement, signed by each proposed subcontractor, that clearly verifies that the subcontractor is committed to render the Services required.
- 5.7.2** A Proposer's failure to provide this information in its Proposal may cause the County to consider the Proposal non-responsive and reject the Proposal.
- 5.7.3** Proposals from consortia, partnerships or other combinations of organizations must identify one organization as the lead agency and prime contractor and must specify the assignment of subcontracting relationships that are contemplated.

5.8 Insurance

Each Proposer must provide with its Proposal a sample certificate of insurance evidencing, at minimum, the insurance coverage types and levels set forth in the Proposed Form of Agreement and General Conditions. Any requests for changes or waivers of the insurance requirements must be presented with your firm's proposal as a counter term.

5.9 Counter Terms

The Proposer shall specify any exceptions or objections taken to this RFP or the Proposed Form of Agreement and General Conditions, attached hereto as Attachment A, for the County to consider when evaluating the Proposal. Each provision the Proposer takes exception to shall be specifically identified (including a citation to the paragraph such provision is found) with the Proposer's suggested modification. It is understood that the Proposer takes no exception to the provisions of the RFP and form of Agreement not specifically identified as an exception or objection in this section of its Proposal.

5.10 Program Schedule

Proposals shall include the Proposer's planned program schedule including expected completion time periods for each task defined in Section 4 - Scope of work, and an expected completion time period for the overall program.

5.11 Alternative Proposals

Proposers are encouraged to review the scope of Services created by the County and the various task requirements called for within the scope of the Specification. If the Proposer believes that there are alternate methods for meeting any of the RFP requirements different than those envisioned by the County, the Proposer should detail these and submit them as a separate section within the Proposal.

5.12 Price Proposal (the paper and electronic Price Proposal shall be submitted in a separate sealed envelope)

5.12.1 Price Proposals must include at minimum:

5.12.1.1 Complete Attachment E, Budget Sheets which includes but is not limited to the following:

- 5.12.1.1.1** Budget Cover Sheet
- 5.12.1.1.2** Budget Summary Sheet
- 5.12.1.1.3** 01/01 Administration-Salaried Staff
- 5.12.1.1.4** 01/02 Administration-Staff Fringe Benefits
- 5.12.1.1.5** 01.03 Administration-Staff Travel & Conference Expenses
- 5.12.1.1.6** 01/04 Administration-Materials & Supplies
- 5.12.1.1.7** 01/05 Administration-Non-Expendable Property
- 5.12.1.1.8** 01/06 Administration-Rental of Space
- 5.12.1.1.9** 01/07 Administration-Indirect Costs
- 5.12.1.1.10** 01/08 Administration-Operating Costs
- 5.12.1.1.11** 01/09 Administration-Other Costs
- 5.12.1.1.12** 02/01 Program-Salaried Staff
- 5.12.1.1.13** 02/02 Program-Staff Fringe Benefits
- 5.12.1.1.14** 02/03 Program-Staff Travel & Conference Expenses
- 5.12.1.1.15** 02/04 Program-Materials & Supplies
- 5.12.1.1.16** 02/05 Program-Non-Expendable Property
- 5.12.1.1.17** 02/06 Program-Rental of Space
- 5.12.1.1.18** 02/07 Program-Indirect Costs
- 5.12.1.1.19** 02/08 Program-Profit
- 5.12.1.1.20** 02/09 Program-Operating Costs
- 5.12.1.1.21** 02/10 Program-Other Costs

- 5.12.1.1.22** 02/11 Program-Work Experience Wages
- 5.12.1.1.23** 02/12-15 Program-Training
- 5.12.1.1.24** 02/16 Program-Incentives
- 5.12.1.1.25** 02/17 Program-Supportive Services
- 5.12.1.2** Provide justification to support your price proposal, which shall clearly identify the level of service to be provided. What is the proposed service level including expected numbers of participants to be served?
- 5.12.1.3** In case of discrepancy between the electronic and hard copy of Attachment E, the terms set forth in the hard copy shall prevail.
- 5.12.1.4** The Agreement resulting from the award of this RFP will be a cost-reimbursement contract for a not-to-exceed amount. The successful Proposer shall submit a monthly Financial Status Report (FSR), in the form provided as Attachment D, which shall serve as the invoice for reimbursement of allowable costs incurred in the performance of the Agreement. The FSR must be submitted to the WDB Fiscal Manager no later than noon (12:00 P.M.) on the 9th day of the month following the month being reported. The County will make payment within forty-five (45) days of receipt of a properly completed FSR for services satisfactorily performed.

SECTION 6 - Evaluation Criteria and Process

- 6.1** A committee of County personnel representing the functions of the Berks County Workforce Development Board (WDB) and members of the WDB Committee performing oversight of the program will review and evaluate Proposals submitted in response to this RFP (“Evaluation Committee”). The proceedings of the Evaluation Committee are confidential. Members of the Evaluation Committee are not to be contacted by the Proposers. All communication between a Proposer and the County shall be through Jennifer Rhoads, Senior Buyer.
- 6.2** Proposals will be evaluated against the following criteria using a pass/fail determination.
 - 6.2.1** Financial stability of the Proposer (based on our examination of the required financial statements).
 - 6.2.2** Compliance with the essential minimum experience and qualifications of the Proposer.
 - 6.2.3** Compliance with the essential minimum experience and qualifications of the program team members.
 - 6.2.4** Evidence of sufficient levels of insurance coverage.
- 6.3** Proposals must pass this first tier evaluation to move on to the second tier evaluation described below.
- 6.4** Proposals will be evaluated against the following criteria using point-rated scoring.

- 6.4.1** Ability (Resource Commitment) – The Proposer’s ability to perform the required service expeditiously. The Proposer must have the resources to be capable of meeting the required program completion schedule.
- 6.4.2** Competence (Qualifications of Personnel) – The Proposer’s competence in performing the required Services as indicated by the training, education and experience of the personnel assigned to the program team. The Proposer must have in its possession all appropriate and required certifications, permits, and licenses.
- 6.4.3** Past Performance – The Proposer’s past performance on similar programs. If the County cannot verify references based on the information provided in the Proposal, the scoring for this criteria factor may be affected.
- 6.4.4** Quality and Feasibility (Technical & Organizational Approach) – The quality and feasibility of the Technical Proposal and the Proposer’s understanding of the program’s requirements and the overall goals and objectives of the program.
- 6.4.5** Price.
 - 6.4.5.1** Evaluate the justification for the level of proposed funding.
 - 6.4.5.2** Evaluate the Proposer’s process for the leveraging of funds.
 - 6.4.5.3** Evaluate the Proposer’s administrative ability to perform contract with Berks County WDB.
- 6.4.6** Proposal Content/Format – The Proposal’s compliance with the content and format requirements of the RFP.

ATTACHMENT A – PROPOSED FORM OF AGREEMENT AND GENERAL CONDITIONS

AGREEMENT

THIS AGREEMENT (“Agreement”) is entered into by and between the **County of Berks** with offices at Berks County Services Center, 633 Court Street, Reading, Pennsylvania, 19601 (hereinafter “County”) and **Vendor** with offices at [] (hereinafter “Vendor”).

Background

The County desires to engage the Vendor for the administration and operation of a Workforce Training Opportunity program partnership with the One Stop Operator of the Pennsylvania CareerLink® Berks County in accordance with the requirements set forth in the County’s Request for Proposal RFP #26-17-JRAA inclusive of all addendums.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and intending to be legally bound hereby, the parties agree as follows:

1. Definitions

Capitalized terms not defined herein shall have the meaning set forth in the RFP.

- | | | |
|------|---|--|
| 1.1. | BCCL | Shall refer to the Berks County CareerLink. |
| 1.2. | COUNTY | Shall refer to the County of Berks. |
| 1.3. | DEPARTMENT | Shall refer to the Pennsylvania Department of Labor and Industry, Bureau of Workforce Development Partnership. |
| 1.4. | ELIGIBILITY
NOTIFICATION | Shall refer to the certification of eligibility for participation in employment/training activities or services. |
| 1.5. | VENDOR | Shall refer to the Program Operator or the provider of services also referred to as the Subrecipient. |
| 1.6. | LWDA | Shall refer to the Local Workforce Development Area. |
| 1.7. | MIS | Shall refer to the BERKS WDB’s Management Information System. |
| | PARTICIPANT | An individual who has been determined eligible to participate and who is receiving services provided under a WIOA. |
| 1.8. | PENNSYLVANIA
DEPARTMENT OF
HUMAN SERVICES | New name for Department of Public Welfare. |

ATTACHMENT A – PROPOSED FORM OF AGREEMENT AND GENERAL CONDITIONS

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|----------------------|---|
| 1.9. PROPOSAL | Agenda of services tendered for delivery of activities or services by the Vendor under the provisions of the contract. |
| 1.10. SUB-AWARD | An award provided by a Pass-Through Entity (“PTE”) to a subrecipient to carryout part of a federal award received by the PTE. |
| 1.11. SUB-RECEPIENT | A non-federal entity that meets at least one of the following requirements: determines eligibility of participants, must meet performance measures, responsible for programmatic decision-making, adheres to Federal program requirements specified in the Federal award, or uses Federal funds to carry out a program for a public purpose specified in the statute. For additional information, refer to 2 CFR 200.331. Also referred to as the Vendor. |
| 1.12. SUB-CONTRACTOR | Shall refer to the Program Operator or provider of services, also Referred to as the Vendor. |
| 1.13. WDB | Shall refer to the Workforce Development Board, sole authorized Agent to act in behalf of the County in all WIOA matters. |
| 1.14. WIOA | Shall refer to the Workforce Innovation & Opportunity Act. |

2. Engagement

Subject to the terms and conditions set forth in this Agreement, the County hereby engages the Vendor to perform the Services set forth in the RFP on behalf of the County consistent with the terms of this Agreement.

3. Term of Agreement

This Agreement shall be effective **January 1, 2027 through June 30, 2028** unless terminated in accordance with the terms and conditions of this Agreement.

4. Scope of Work

The Services shall include, without limitation, administering and operating of an Workforce Training Opportunity, as detailed in RFP #26-17-JRAA, Section 4, Clause 4.3, Scope of Work inclusive of all addenda (“RFP”) and Vendor’s Proposal thereto dated **Month Day, Year**, both of which are incorporated in this Agreement by reference.

5. Time is of the Essence

Time is of the essence in the performance of this Agreement. The schedule for the performance of Services is identified in RFP #26-17-JRAA. If the completion of Services is delayed, the County reserves the right, without liability, and in addition to its other rights and remedies, to terminate this Agreement by notice, and to procure substitute Services from another Vendor. The Vendor shall reimburse the County for the costs to procure substitute Services.

6. Fees

The County shall allocate to the Vendor program funds in an amount not to exceed \$600,000.00 for the period of January 1, 2027 to June 30, 2028 to carry out the program contemplated by this Agreement

ATTACHMENT A – PROPOSED FORM OF AGREEMENT AND GENERAL CONDITIONS

pursuant to the terms hereof and as set forth in Vendor's Proposal, Attachment E, Budget Sheets. The following shall apply when submitting said Budget Forms:

- 6.1. Indirect costs are those incurred for the benefit of more than one program or activity, but not readily assignable to each on an equitable and efficient basis. Indirect costs are chargeable to WIOA only when the rate used is based upon a cost allocation plan approved by the fiscal department of the Berks County Workforce Development Board. The cost allocation plan must be submitted with a copy of the letter issued by the Certified Public Accounting Firm confirming the plan meets the requirements under the OMB Uniform Code, §200.57 indirect cost rate proposal. An indirect cost rate proposal means the documentation prepared by a non-Federal entity to substantiate its request for the establishment of an indirect cost rate as described in Appendix III to Part 200 – Indirect (F&A) Costs Identification and Assignment and Rate Determination for Institutions of Higher Education (IHEs) through Appendix VII to Part 200 – States and Local Government and Indian Tribe Indirect Cost Proposals of this part, and Appendix IX to Part 200 – Hospital Cost Principles.
- 6.2. All program funds provided under this Agreement shall be expended only for the program activities and charged only to the cost categories pursuant to the aforementioned Budget.
- 6.3. All program funds provided under this Agreement shall be expended only for the program activities and charged only to the cost categories pursuant to the aforementioned Budget.

7. Notices and Program Manager

All necessary coordination and communication required to carry out this Agreement, including meetings between the parties, as well as all written notices, shall be done through the individuals indicated below. Written notices shall be effective when delivered by hand, or if sent by registered or certified mail, or verified facsimile, or by confirmed courier to the address of each party indicated below.

	<i>County:</i>	<i>Vendor:</i>
Attention	Amber Columbo, Director, Berks County Workforce Development Board	
Address	400 E. Wyomissing Avenue Mohnton PA, 19540	
Telephone	610-898-5574	
Email	acolumbo@berkspa.gov	

Written notices shall be copied to: County of Berks, Attn: Director of Contracts and Procurement, Berks County Services Center, 633 Court Street, 13th Floor, Reading, PA, 19601.

8. Monthly Financial Status Report/Payment

- 8.1. Monthly Financial Status Report (FSR) will serve as the invoice and must **reference the above noted Agreement number**. The FSR shall be submitted to: County of Berks, Attn: Fiscal Manager, Berks County WDB, 400 E. Wyomissing Avenue, Mohnton, PA 19540.

ATTACHMENT A – PROPOSED FORM OF AGREEMENT AND GENERAL CONDITIONS

- 8.2. Vendor must submit the FSR by the 9th business day at noon (12:00 P.M.) of the month following the month being reported for Services properly performed under this Agreement. If the 9th day falls on a Saturday or Sunday, the FSR must be submitted by the Friday prior to the 9th day. This shall be a Cost Reimbursement Contract. No advance payments or billings are allowed. Payment by the County shall require the submittal of the FSR as directed under Attachment D of RFP #26-17-JRAA. The County shall render payment within forty-five (45) days of the County's receipt of a properly prepared invoice. Payment shall be considered made when the County mails the check. Undisputed amounts unpaid after forty-five (45) days of the County's receipt of a properly prepared invoice shall bear interest at a rate of three percent (3%) per annum.
- 8.3. Individual budget line items under Program Costs that exceed 10% of the budgeted amount must be approved by the WDB. Regardless of the individual line item, total budget may not be exceeded. No individual budget line items under Administrative Costs can be exceeded.
- 8.4. A primary and secondary authority must be designated for the FSR. This information must be provided to the WDB prior to the submission of the first FSR after the beginning date of this Agreement. Changes in these authorities must be provided to the WDB prior to the submittal of the FSR impacted by the change.
- 8.5. Program funds provided hereunder shall only be used to carry out the above-mentioned program activities and shall only be expended pursuant to the approved Budget and within the following Cost Categories: Administration Costs and Program Costs.
- 8.6. The County shall not be responsible for and shall not reimburse any costs incurred by the Vendor after the above-mentioned termination date or reported after the date of final financial settlement. The final financial settlement is due by the 5th business day in July each year or the month following the end of the contract.
- 8.7. The Vendor shall reimburse to the County any and all program funds expended under this Agreement which are subsequently ordered repaid to the Department pursuant to a Final Determination of Audit, provided that the basis for such repayment order is one or more of the following causes:
 - 8.7.1. The payment from contract program funds of wages, fringe benefits or training allowances to any participant, or the expenditure of contract program funds for training or services delivered to such a participant, if such participant had not, prior to employment or enrollment, been certified to the Vendor by the agency designated by the County for such purpose as meeting the eligibility criteria applicable to this Agreement. The burden of proof regarding such eligibility certification shall rest with the Vendor and may be discharged by submission of the form "Employability Assessment Notification" or some successor document.
 - 8.7.1.1. The failure of the Vendor to maintain, in an auditable form, records of all expenditures of program funds provided under this Agreement. The judgment of the independent audit agency regarding auditable status of records shall be accepted by all parties to this Agreement.

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- 8.7.1.2. The expenditure of any program funds on any items not included in the contract budget or in amounts or rates not authorized by the contract budget or determined an unallowable cost base on federal or state code or guidelines.
- 8.7.1.3. Criminal or grossly negligent conduct on the part of the Vendor, its agents or employees.
- 8.7.1.4. Vendor is responsible for all unallowable costs. The Vendor must demonstrate access to unrestricted funds for the purpose of reimbursing any unallowable costs that may be determined.
- 8.7.2. The County shall become entitled to such reimbursement upon its acceptance of the Final Determination of Audit, and nothing herein contained shall require or be deemed to require the County to file any exception to or appeal from the Final Determination of Audit before requiring such reimbursement from the Vendor.
- 8.7.3. Reimbursement shall be made by the Vendor by certified check to the County within thirty (30) days after receipt of written notice of the County's acceptance of the Final Determination of Audit and request for reimbursement.

9. Insurance

- 9.1. The Vendor, at its sole expense, shall carry and maintain, in full force at all times during the term of this Agreement, the following insurance coverages:
 - 9.1.1. Comprehensive General Liability insurance covering bodily injury and property damage with limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate;
 - 9.1.2. Commercial Automobile Liability insurance with a combined single limit of not less than \$1,000,000;
 - 9.1.3. Professional Liability insurance with limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate;
 - 9.1.4. Umbrella/Excess Liability insurance with limits of not less than \$2,000,000 per occurrence and \$2,000,000 aggregate; and
 - 9.1.5. Worker's Compensation insurance in statutory limits; and Employer's Liability insurance with limits of not less than \$100,000 each accident, \$500,000 disease-policy limit, and \$100,000 disease-each employee.
 - 9.1.6. Abuse and Molestation Liability insurance with a limit of not less than \$100,000.
- 9.2. Prior to the commencement of the performance of Services, Vendor shall furnish to the County a certificate of insurance evidencing all required coverage with at least the limits required herein, naming the County of Berks, its elected officials, agents, and employees as Additional Insured for "ongoing operations" and "products and completed operations" for a period of three (3) years after final payment under the Commercial General Liability Coverage. Coverage should be provided by ISO Endorsements CG20 10 07 04 and CG2037 07 04 or their

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equivalent. Vendor's Commercial General Liability and Umbrella/Excess Policy shall be Primary to and will not require contribution from any other insurance under which the Additional Insured is a Named Insured. To the fullest extent permitted by applicable state law, all policies shall contain a Waiver of Subrogation Clause. The County of Berks reserves the right to waive the waiver of subrogation for any and all worker's compensation policies that are provided under the State Worker's Insurance Fund (SWIF). The Certificate shall note the program and provide that no policies may be cancelled without thirty (30) days advance notice to the County. Such certificate shall be issued to: County of Berks, Attn: Contract Coordinator, 633 Court Street, 13th Floor Services Center, Reading, PA 19601. All insurance policies shall be in effect with companies holding an A.M. Best rating of "A-" or better or financial rating of IX or better with the A.M. Best's Company Key Rating, Guide Latest Edition and shall be licensed or authorized to do business in the Commonwealth of Pennsylvania. Such companies shall also be acceptable to the County. Said policies shall remain in full force and effect until the expiration of the terms of the Agreement or until completion of all duties to be performed hereunder by the Vendor, whichever shall occur later.

- 9.3. In the event that no employees or trainees who will be involved in the program will under any circumstances operate or be required to operate or be transported in a motor vehicle pursuant to the operation of or participation in the program, submission of a certificate of automobile liability insurance coverage will be waived, subject to the prior receipt by the County of a notarized statement to such effect from the Vendor.

10. Bonding Insurance

Vendor must be sufficiently bonded to safeguard the maximum amount of funds to be received at one time. The amount of coverage must be the greater of \$100,000.00 or an amount equal to the highest request for funds.

11. Precedence

Where a conflict exists between the RFP and the Vendor's Proposal, the Vendor shall provide the higher quality or quantity of Services except as specifically addressed in this Agreement. Where a conflict exists between these General Conditions and RFP or the Vendor's Proposal, the terms of these General Conditions shall prevail.

12. Availability of Appropriated Funds

- 12.1. The parties agree that any and all payments due from the County, as required under the terms of the Agreement, are contingent upon the availability of appropriated funds.
- 12.2. Receipt of funds from County, by advance or reimbursement, does not constitute earnings of funds; funds are earned only when an allowable cost is incurred. Any unearned funds paid to Vendor shall be repaid by check to County no later than thirty (30) days after notification by County that said funds are due and owing.
- 12.3. Should the "County" or "Department" or "Agency" determine that there are budget variances showing under spending of the contract budget, the "entity" shall have the right to reduce the contract by the accrual amount, with 30 days written notice to the Vendor. Vendor has the right to request a meeting within the 30-day period to review the accrual calculation and present information to amend the accrual amount. This right to reduce shall only be utilized by the

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“entity” when accruals are present and not as a means to modify the scope or term of the contract.

13. Taxes

The County is exempt from all Federal excise and transportation taxes, and Pennsylvania sales and use tax. The County’s registration number with the Internal Revenue Service is 23-6003049. No exemption certificates are required, and none will be issued. Nothing in this paragraph is meant to exempt the Vendor from the payment of any applicable sales tax or use tax required to be paid with respect to its purchase or use of tangible personal property used or transferred in connection with its performance of Service. Only the County is required by law to pay any excise tax and then seek a refund or credit, the Vendor may separately charge the County the amount of the tax as a reimbursable expense.

14. Ownership of Work Product

- 14.1. The County, its departments, employees, agents or assigns shall have the unrestricted right and authority to reproduce, distribute and use in whole or in part any submitted report or written materials generated by the Vendor in the performance of this Agreement.
- 14.2. Copyrights (29 CFR 97.34) The Berks County Workforce Development Board (WDB) reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes:
 - 14.2.1. The copyright in any work developed under a grant, sub-grant, or contract under a grant or sub-grant; and
 - 14.2.2. Any rights of copyright to which a Vendor or a subcontractor purchases ownership with grant support.

15. Patents, Copyrights, Trademarks

Vendor warrants, represents and covenants that the Goods and the sale and use thereof do not infringe directly or indirectly any valid patent, copyright, property right or trademark and Vendor agrees, at its cost and expense, to indemnify and hold the County free and harmless from and against any and all costs, expense, liabilities or damages, including attorneys’ fees, arising out of alleged or actual patent, copyright, property right, trademark or trade secret infringement resulting from the sale or use of deliverables provided in the performance of Services.

16. Records, Audit and Inspection

- 16.1. Vendor shall maintain such records as may be necessary to adequately reflect the accuracy of Vendor’s charges and invoices for reimbursement under this Agreement and such other additional records as the County may reasonably require in connection with this Agreement. Vendor shall preserve such records in accordance with statutory requirements, but in no case for less than seven (7) years after the date of final payment, or if litigation, monitoring or audit is started prior to the end of the contract, until all issues are resolved, without additional reimbursement or compensation therefore. The County and its duly authorized representatives shall have the right, from time to time, and upon reasonable notice, to audit, inspect and verify the records kept by Vendor in connection with this Agreement. The County and its duly authorized representatives shall have the right to visit, observe, audit, and inspect, during the

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Vendor's normal business hours, Vendor's production and related facilities utilized to perform its obligations under this Agreement.

- 16.2. Vendor shall maintain books, records, documents, and other evidence and accounting procedures and practices, sufficient to reflect properly all direct and indirect costs of whatever nature claimed to have been incurred for the performance of this Agreement. The foregoing constitutes "records" for the purpose of this section. Vendor agrees that a program and facilities review, including meetings with consumers, review of service records, review of service policy and procedural issuances, review of staffing ratios and job descriptions, and meetings with any staff directly or indirectly involved in the provision of services may be conducted at any reasonable time by State and Federal personnel and other persons duly authorized by the WDB. If Vendor is not a public body, Vendor agrees to maintain books, records, documents, and other evidence and accounting procedures and practices which comply with the nationally accepted Uniform Standards of Accounting and Financial Reporting for Voluntary Health and Welfare Organizations, as published by the National Health Council and the National Social Welfare Assembly, 1964.
- 16.3. Vendor facilities or such part thereof as may be utilized in the performance of this Agreement and Vendor's records shall be subject at all reasonable times to inspection and audit by the Commonwealth and Federal auditors and other persons duly authorized by the WDB.
- 16.4. Vendor agrees that until the expiration of seven years after final payment under this Agreement, Federal and Commonwealth auditors and other persons duly authorized by the WDB shall have access to and the right to examine any records of the Vendor involving transactions related to this Agreement. Vendor may, in fulfillment of Vendor's obligation to retain Vendor's records, substitute photographs, microphotographs, or other authentic reproductions of such records after the expiration of three years following the last date of reimbursement to the Vendor.
- 16.5. Vendor agrees to collect statistical data of a fiscal nature on a regular basis and to make fiscal statistical reports at time prescribed by, and on forms furnished by the WDB.
- 16.6. If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of four years from the date of any resulting final settlement. In addition, records which relate to litigations or the settlement of claims arising out of the performance of this Agreement, or costs and expenses of this Agreement as to which exception has been taken by the Auditors, shall be retained by the Vendor until such litigations, claims, or exceptions have been disposed of.
- 16.7. During the period of this Agreement, all information obtained by the Vendor shall be made available to the WDB immediately upon demand.

17. Warranty

Vendor warrants to the County that all Services shall be done in a skilled manner and shall comply with industry standards. Vendor shall promptly re-perform Services, after receiving notification from the County of defects or nonconformance.

18. Indemnity

Vendor agrees to defend (with counsel reasonably acceptable to County), indemnify, and hold harmless the County, its elected officials, employees and agents from and against any and all liability, damages, claims,

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suits, liens, and judgments (including reasonable attorney's fees), of whatever nature, for injuries to or death of any person or persons, or loss of or damage to property, to the extent attributable to the negligent acts or omissions or willful misconduct of Vendor or its subcontractors or any of their respective agents, servants, or employees or Vendors' failure to perform in accordance with the provisions of this Agreement.

19. Force Majeure

Neither party shall be liable for any failure or delay in its performance resulting from any reasonably foreseeable cause beyond its reasonable control including, but not limited to, acts of God; acts or omissions of civil or military authority; fires, floods; unusually severe weather; strikes or other labor disputes; embargoes; wars; political strife; riots; delays in transportation; sabotage; or fuel, power, material or labor shortages, provided that the affected party notifies the other party, in writing, within forty-eight (48) hours subsequent to the commencement of an occurrence of force majeure.

20. Additional Services

In the event the Vendor determines that any alteration, modification or addition to the Services is necessary ("Additional Services"), the Vendor shall submit a proposal to the County setting forth in reasonable detail the scope of such Additional Services, the estimated time and price of performing the Additional Services and any potential impact on the then-existing Services and any fees related thereto. The Vendor shall obtain the prior written approval from the County before performing any Additional Services. The Vendor shall not be entitled to additional compensation for any work or materials associated with Additional Services unless it received such approval. If approved by the County, the Vendor shall perform or cause to be performed such Additional Services in accordance with the terms of this Agreement.

21. Termination for Convenience

The County reserves the right, at any time and for its convenience, to terminate this Agreement in whole or in any separable part by written notice to Vendor. Such notice shall be provided at least thirty (30) days prior to the intended termination date. Vendor shall be compensated for Services performed in accordance with the provisions of this Agreement up to the effective date of termination, less any payments previously made by the County for such Services, but in no event shall Vendor be entitled to recover lost or expected profit or termination expenses.

22. Termination for Cause

- 22.1. In the event that either the Vendor or the County defaults in the performance of any obligation specified herein, the non-defaulting party shall notify the other party in writing and may suspend the Agreement, in whole or in part, pending remedy of the default. If such default is not remedied within ten (10) days from the date of receipt of such notice, or if the other party is diligently attempting to cure such default but is unable to cure such default within thirty (30) days from the date of receipt of such notice, then the non-defaulting party shall have the right to terminate the Agreement immediately by providing written notice of termination to the other party.
- 22.2. In the event of such notice of breach, and a failure to cure same, all finished or unfinished documents, dates of studies and reports prepared by Vendor shall at the option of the County become its property and Vendor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents through the date of termination.
- 22.3. Notwithstanding the above, Vendor shall not be relieved of any liability to the County for damages sustained by the County by virtue of any breach of the Agreement by Vendor. The

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County may withhold any payments to Vendor for the purpose of set off until such time as the exact amount of damage due the County from Vendor is determined.

- 22.4. In the event that a Vendor's agreement is terminated, whether for cause or through nonrenewal and a new Vendor is awarded the agreement, the existing Vendor must participate in a plan of transition as developed by County. This plan may include a gradual transfer of participants to the new agency prior to the end of the existing Vendor's agreement period.
- 22.5. Existing Vendors are prohibited from communicating with participants regarding changes in Vendor agencies. County will notify all participants in writing regarding the change in service Vendor.
- 22.6. If this Agreement is only terminated by County in part, Vendor shall continue performance of this Agreement to the extent not terminated, provided, however, that said continuation by Vendor shall take place only after County's evaluation of any and all surrounding circumstances.
- 22.7. After the effective date of any termination by County and except as otherwise stated by County, Vendor shall:
 - 22.7.1. Stop work under this Agreement to the extent specified in such termination notice.
 - 22.7.2. Place no further orders and/or agreements for materials, services and/or facilities except as may be necessary for completion of any such portion of work under this Agreement that is not subject to termination.
 - 22.7.3. Terminate any and all orders and/or contracted work to the extent that relates to the performance of any work terminated.
 - 22.7.4. Settle any and all outstanding liabilities and any and all claims arising out of any such termination of orders and/or agreements, to the extent County may require, and/or upon County's written approval of any such settlement.
 - 22.7.5. Return to County any and all funds received not expended for any services and/or materials pursuant to this Agreement.
- 22.8. The remedies set forth above shall be cumulative and shall be in addition to any and all other rights and remedies otherwise available to the County at law or in equity.
- 22.9. If, during the term of this Agreement, Vendor shall be adjudged bankrupt, make a general assignment for the benefit of its creditors, or become insolvent, Vendor shall give the County written notice of such occurrence as soon as is legally permissible. If such occurrence or proposed occurrence is unacceptable to the County, the County may terminate this Agreement immediately upon written notice thereof to Vendor.
- 22.10. If the County terminates this Agreement for cause, in whole or in part, the County may acquire, correct, or replace Services similar to those terminated, by contract or otherwise, and the Vendor shall reimburse the County for any costs incurred by the County thereby, or an equitable reduction to the Vendor's compensation shall be made.

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22.11. Disputes between the County and Vendor

The parties agree that any disputes between the County and the Vendor arising under this Agreement shall be referred initially for resolution by administrative process and negotiation in lieu of litigation, and that the parties' performance hereunder shall continue unabated pending such resolution. The resolution of disputes by administrative process hereunder shall be in accordance with the following conditions:

- 22.11.1. Disputes arising between the County and the Vendor shall be subject to a three step process involving consultation between representatives of the two parties as a first step, submission to a standing or Ad Hoc Committee of the Berks County Workforce Development Board as a second step, and submission to an impartial hearing officer designated by the Berks County Solicitor as a third step.
- 22.11.2. Any dispute concerning a question of fact, which is not informally resolved, shall be decided by the County's authorized representative who shall render a decision in writing and furnish a copy thereof to the Vendor.
- 22.11.3. In the event that the Vendor desires to appeal any decision of the County, the Vendor shall be afforded an opportunity to be heard and to offer evidence in support of its position in any appeal proceeding hereunder.
 - 22.11.3.1. The Vendor shall have the right to appeal a determination by the County to terminate this Agreement for cause, provided that such appeal is made in writing to the County within thirty (30) days after the date of the County's notice of termination, or within such extended time period as may be approved by the County in writing; otherwise, any such right to appeal is waived by the Vendor.
 - 22.11.3.2. In the event of a termination for cause, the amount of compensation due, if any, to the Vendor shall be determined as follows:
 - 22.11.3.2.1. If the Vendor does not appeal, or if the right to appeal has been waived, the County shall pay the Vendor for work and/or services performed prior to the date of termination and performed pursuant to this Agreement, subject to deductions for the following:
 - 22.11.3.2.1.1. all un-liquidated advance or other payments on account previously made to the Vendor and applicable to the terminated portion of this Agreement,
 - 22.11.3.2.1.2. any claim which the County may have against the Vendor in connection with this Agreement; and
 - 22.11.3.2.1.3. the agreed price, or the proceeds of sale, of any equipment, materials, supplies or property acquired or sold by the Vendor under the terms hereof, and not otherwise previously recovered by or credited to the County.

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- 22.11.4. Pending final resolution of a dispute hereunder, the Vendor shall proceed diligently with its performance of the Agreement and in accordance with the County's decision.
- 22.11.5. Questions of law may be considered in connection with proceedings conducted and decisions rendered pursuant hereto; provided that nothing herein contained shall be construed to make final the decision of any administrative official, representative, or board on a question of law.
- 22.11.6. To the extent applicable, and particularly with respect to time periods for notices, appeals, and other actions, the WDB's Grievance and Appeal Procedure shall be followed in administrative proceedings hereunder.

22.12. Disputes between the Vendor and Employees or Trainees

- 22.12.1. Disputes or Grievances arising between the Vendor and employees or trainees hired or enrolled under the terms of this Agreement shall be subject to the normal grievance and appeal procedures of the Vendor, provided that the Vendor has formally established such procedures, and has posted in a convenient and accessible location notice of the availability of the procedures, the name or title of the individual to whom grievances and appeals must be presented, and the manner and time limits in which grievances and appeals must be filed.
- 22.12.2. In the event that the Vendor does not have formal grievance and appeal procedures, the grievance and appeal procedure of the WDB shall be followed with respect to disputes or grievances between the Vendor and employees or trainees hired or enrolled under the terms of this Agreement.
- 22.12.3. In the event that the only operative grievance and appeal procedures available to employees or trainees hired or enrolled under the terms of this Agreement are those set forth by the WDB, the Vendor shall provide notice to affected employees or trainees that such procedures are available, together with the name or title of the individual to whom grievances or appeals must be presented and the manner and time limits in which grievances and appeals must be filed.
- 22.12.4. In the event that the Vendor has its own formal grievance and appeal procedures, employees or trainees hired or enrolled under the terms of this Agreement shall have access to the grievance and appeal procedure set forth by the WDB only for the resolution of questions arising out of an alleged violation of WIOA law, regulations, contracts or policies; and the WDB's grievance and appeal procedure shall not, in such cases, review the substantive facts of any grievance or appeal which does not allege such a violation, nor shall it take under consideration or reexamination any findings of fact made by the Vendor's grievance and appeal procedure.

23. **Grievance Procedure and Discipline Policy**

- 23.1. The Vendor shall provide each participant, upon enrollment into the program, with a written description of the grievance and appeal procedure, either the Vendor's policy or the WDB's. That description shall include notification of the right to file complaints and appeals and

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instructions on the procedure, and the Vendor shall further provide participants with a thorough explanation of such procedure required.

- 23.2. The Vendor shall provide each participant, upon enrollment into the program, with a written summary of any institutional rules and/or policies applicable to all trainees.
- 23.3. Each participant shall certify understanding of the grievance and appeal procedure and of the institutional rules and policies by signing a statement to that effect on copies of the documents given to the participant for personal reference, such signed copies to be maintained by the Vendor in the participant's file.
- 23.4. The minimum standards for the above-mentioned requirements regarding notice to and certification of understanding by participants with respect to the applicable procedures and rules are set forth in the Grievance and Appeal Procedure, which is contained in Attachment A of the contract.
- 23.5. The Vendor shall have the right to discipline any participant who has demonstrated a less than conscientious attitude with respect to acquiring a new job skill through participation in the program, or who by his or her conduct interferes with the orderly process of training or the rights of other trainees to pursue their own course of instruction, or who violates standard rules of conduct promulgated by the Vendor or the training facility.
- 23.6. The Vendor shall document any disciplinary measures which could ultimately result in or contribute to the dismissal of a program participant, and shall provide a copy of such documentation to the affected participant at the time such measures are taken, as well as retaining a copy in the participant's file.
- 23.7. The following is a suggested sequence of disciplinary action providing adequate documentation of the dismissal or termination of a program participant:
 - 23.7.1. documented warning that rules have been broken or other inappropriate conduct engaged in by the participant, and that further violations or offenses will result in suspension;
 - 23.7.2. if the initial violation or offense is of a particularly serious nature, the warning may be bypassed and suspension or termination, as may be appropriate in the circumstances, may be implemented directly;
 - 23.7.3. if the repeated violation or offense is of a particularly serious nature, suspension may be bypassed, and termination implemented directly.

24. Claims for Consequential and/or Incidental Damages

The Vendor waives claims against the County for lost or expected profits, consequential damages and/or incidental damages arising out of or relating to this Agreement.

25. Release of Liens

Before any payment hereunder shall become due, the County, at its option, may require Vendor to furnish reasonable evidence of the payment of all subcontractor accounts for labor and materials pertaining to Vendor's performance hereunder. Prior to payment, the County reserves the right to require Vendor to furnish the County with a full and complete release of liens from all persons furnishing labor and materials

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toward the performance hereof, and in any event, Vendor agrees to indemnify and hold harmless the County, its officials, employees and agents from and against any and all liens and encumbrances arising out of Vendor's performance of this Agreement.

26. Assignment

Vendor shall not assign this Agreement in whole or in part nor delegate any duties, without the prior written consent of the County. Such consent shall not be unreasonably withheld. Any assignment consented to by the County shall be evidenced by a written assignment agreement executed by the Vendor and its assignee in which the assignee agrees to be legally bound by all of the terms and conditions of the original Agreement and to assume the duties, obligations, and responsibilities being assigned.

27. Publicity

Neither Vendor nor any tier subcontractor shall use the name of the County or quote the opinion of any County employee in any advertising, publicity, endorsement or testimonial, without the prior written approval of the County.

28. Compliance with Laws

In the performance of this Agreement, Vendor shall comply with all applicable laws, ordinances, rules and regulations of governmental authorities. Vendor shall minimize pollution and shall strictly comply with all applicable environmental laws and regulations. Vendor shall give required notices, and secure and pay for any permits, licenses, and easements required for performance of services. The Vendor shall give any and all necessary formal notices required in conjunction with the lawful prosecution of the Services.

29. Health and Safety

The Vendor shall, at all times, control the health, safety and welfare of its employees, participants and subcontractors. Vendor shall:

- 29.1. comply with all federal, state and local regulations, as well as all safety information and instructions as may be set forth in writing or otherwise provided by the County;
- 29.2. promptly report to the County all incidents with potentially adverse safety, health or environmental implications, including slips, falls, equipment malfunctions, fume releases and any situation requiring first-aid or medical observations or treatment;
- 29.3. promptly report to the County all cases Vendor determines to be recordable on the OSHA 300 log or its equivalent and upon request, provide the County with a copy of the OSHA 300 log and all supporting forms;
- 29.4. properly maintain, inspect and supervise its designated work area and roadways to keep them in reasonably safe condition;
- 29.5. supply the applicable safety data sheets on all products supplied to the County or used on County property;
- 29.6. use, handle, store and dispose of any hazardous materials or waste while on the County's property in strict compliance with applicable laws and as instructed in the safety data sheet(s); and

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- 29.7. keep the County's property free of waste as the work progresses and, on completion of such activities, leave the site "broom clean" and tools, equipment and materials furnished shall be so placed and maintained as to permit unobstructed access to the work and to minimize exposure to personal injury or fire loss in a location approved by the County. The County may remove waste or store Vendor's tools, equipment and materials if Vendor fails to properly do so and the Vendor shall reimburse the County for any costs incurred, including charges for employee time, within seven (7) days of demand.

30. Equal Employment Opportunity

- 30.1. During the performance of the Agreement, the Vendor shall not discriminate against any employees or applicant for employment because of race, color, religion, sex, or national origin. The Vendor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this paragraph.
- 30.2. Vendor 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, religious creed, handicap, ancestry, national origin, age, or sex.
- 30.3. Vendor shall send each labor union or workers' representative with which it has a collective bargaining agreement or other Contracts or understanding, a notice advising said labor union or workers' representative of its commitment to this non-discrimination clause. Similar notice shall be sent to every other source of recruitment regularly utilized by Vendor.
- 30.4. It shall be no defense to a finding of noncompliance with this non-discrimination clause that Vendor had delegated some to its employment practices to any union, training program, or other source of recruitment that prevents it from meeting its obligations. However, if the evidence indicates that the Vendor 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.
- 30.5. 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 Vendor will be unable to meet its obligations under this non-discrimination clause, Vendor shall then employ and fill vacancies through other non-discriminatory employment procedures.
- 30.6. Vendor shall comply with all state and federal laws prohibiting discrimination in hiring or employment opportunities. In the event of Vendor's noncompliance with the non-discrimination clause of this Agreement or with any such laws, this Agreement may be terminated or suspended, in whole or in part, and Vendor may be declared temporarily ineligible for further Agreements, and other sanctions may be imposed and remedies invoked.
- 30.7. Vendor shall furnish all necessary employment documents and records to, and permit access to its books, records, and accounts by, the contracting agency for purposes of investigation to

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- ascertain compliance with the provisions of this clause. If Vendor does not possess documents or records reflecting the necessary information requested, it shall furnish such information on reporting forms supplied by the contracting agency.
- 30.8. Vendor shall include the provisions of this non-discrimination clause in every Agreement, so that such provisions will be binding upon each subcontractor.
- 30.9. Vendor obligations under this clause are limited to the Vendor's facilities within Pennsylvania or, where the Agreement is for purchase of goods manufactured outside of Pennsylvania, the facilities at which such goods are actually produced.
- 30.10. Corrective Action Due to Equal Opportunity Compliance Review or Complaint Investigation
- 30.10.1. Corrective action may take place whenever a sub-recipient is cited as the result of an Equal Opportunity Compliance Review or a complaint investigation. When there are findings of discrimination, a conciliation agreement and/or corrective action plan is required. The corrective action shall address the particular act of discrimination and shall include timetables by which the corrective action will be implemented. Corrective action may include recoupment of lost earnings the victim may have suffered. A written assurance must accompany a corrective action (to help ensure that the discrimination does not recur) stating that the sub-recipient will cease in its discriminatory practices.
- 30.10.2. Technical deficiencies may require a different time frame for corrections than findings of discrimination. WDB's Equal Opportunity Officer (EOO) shall notify the sub-recipient in writing of the deficiencies found during Equal Opportunity Compliance Reviews along with a suggested corrective action plan. The EOO shall provide technical assistance in implementing the corrective action plan. The corrective action plan shall include written assurances to certify that a deficiency has been corrected, including the timeframe for correction. The assurance will attest that the sub-recipient shall continue to take steps to ensure that the deficiency(s) do not recur
- 30.10.3. The sub-recipient is made aware at the Equal Opportunity Review or Technical Assistance Training that follow-up monitoring can occur at any time. In instances where deficiencies are identified and Corrective Action Plans are submitted, on-site follow-up may occur within thirty (30) days from receipt of the corrective action plan to assess the adequacy of the corrective action. A letter advising the recipient of the program, practice or information that will be reviewed shall be provided to the sub-recipient. Training rosters, written assurances, or other appropriate documentation may be required to confirm correction of deficiencies/violations.
- 30.10.4. Sanctions are imposed when a sub-recipient will not agree to or take voluntary corrective action. After all attempts to provide assistance and correction of deficiencies fail, the imposition of sanctions shall be considered. The sanctions imposed for noncompliance shall be on a case-by-case basis, and may include any or all of the following:
- 30.10.4.1. Make whole remedies for discriminatory practices.
- 30.10.4.2. Establishment and issuance of policies as applicable to the violation.

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- 30.10.4.3. Placement into a training program or hire into a vacant position for which one may have been qualified but denied.
- 30.10.4.4. Discontinue referral of participants to sites against which discrimination allegations have been alleged and proven.
- 30.10.4.5. Removal of participants from sites refusing to implement corrective actions.
- 30.10.4.6. Termination of contract and forfeiture of funding.

31. Corrective Action Due to Equal Opportunity Compliance Review or Complaint Investigation

- 31.1. Corrective action may take place whenever a sub-recipient is cited as the result of an Equal Opportunity Compliance Review or a complaint investigation. When there are findings of discrimination, a conciliation agreement and/or corrective action plan is required. The corrective action must address the particular act of discrimination and must include timetables by which the corrective action will be implemented. Corrective action may include recoupment of lost earnings the victim may have suffered. A written assurance must accompany a corrective action (to help ensure that the discrimination does not recur) stating that the sub-recipient will cease in its discriminatory practices.
- 31.2. Technical deficiencies may require a different time frame for corrections than findings of discrimination. The Workforce Development Board (WDB) Equal Opportunity Officer (EOO) will notify the sub-recipient in writing of the deficiencies found during EO Compliance Reviews along with a suggested corrective action plan. The EOO will provide technical assistance in implementing the corrective action plan. The corrective action plan must include written assurances to certify that a deficiency has been corrected – including the timeframe for correction. The assurance will attest that the sub-recipient will continue to take steps to ensure that the deficiency(s) do not recur.
- 31.3. The sub-recipient is made aware at the Equal Opportunity Review or Technical Assistance Training, that follow-up monitoring can occur at any time. In instances where deficiencies are identified and Corrective Action Plans are submitted, on-site follow-up may occur within 30 days from receipt of the corrective action plan, to assess the adequacy of the corrective action. A letter advising the recipient of the program, practice or information that will be reviewed will be provided to the sub-recipient. Training rosters, written assurances, or other appropriate documentation may be required to confirm correction of deficiencies/violations.
- 31.4. Sanctions are imposed when a sub-recipient will not agree to or take voluntary corrective action. After all attempts to provide assistance and correction of deficiencies fail, the imposition of sanctions will be considered. The sanctions imposed for noncompliance will be on a case-by-case basis, and may include any or all of the following:
 - 31.4.1. Make whole remedies for discriminatory practices.
 - 31.4.2. Establishment and issuance of policies as applicable to the violation.

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- 31.4.3. Placement into a training program or hire into a vacant position for which one may have been qualified but denied.
- 31.4.4. Discontinue referral of participants to sites against which discrimination allegations have been alleged and proven.
- 31.4.5. Removal of participants from sites refusing to implement corrective actions.
- 31.4.6. Termination of contract and forfeiture of funding.

32. Independent Contractor

- 32.1. The employees, subcontractors, methods, facilities, and equipment used by Vendor shall be at all times under Vendor's direction and control. Vendor's relationship to the County under this Agreement shall be that of an independent contractor, and nothing in this Agreement shall be construed to constitute Vendor, its subcontractors or any of their employees as an employee, agent, associate, joint venturer, or partner of the County.
- 32.2. Except as may be otherwise set forth elsewhere in this Agreement, all persons hired and/or paid by or on behalf of the Vendor, or other employing agency or sub-grantee with program funds provided under this Agreement shall receive wages and benefits identical to those of regular employees of the Vendor or other employing entity who are similarly categorized and classified.

33. Employees of Vendor

- 33.1. Vendor agrees that each of its employees will be properly qualified and will use reasonable care in the performance of services while on County property. If the County, in the County's sole opinion, determines, for any reason, that the qualifications, actions or conduct of any particular Vendor employee is inconsistent with Vendor's obligations under this Agreement by performing unsatisfactory services, interfering with the operation of the County's facilities, bothering or annoying any occupants, visitors, or other Vendors then at facility, or that such actions or conduct is otherwise detrimental to the County, then upon the County's written notice, Vendor shall immediately provide a qualified replacement.
- 33.2. Vendor shall advise its employees and the employees of its subcontractors and agents that:
 - 33.2.1. It is the policy of the County of Berks to provide a drug-free work environment. To that end the County prohibits the consumption of alcohol or illegal use, possession, sale, manufacture, dispensing, and distribution of drugs or other controlled substances while performing Services or on County property on the work site, and prohibits in the workplace the presence of an individual with such substances in the body for non-medical reasons.

Any employee of Vendor who is found in violation of the policy may be removed or barred from the work site at the discretion of the County.

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34. Governing Law and Jurisdiction

This Agreement shall be interpreted under the substantive law of the Commonwealth of Pennsylvania, without giving effect to its principles of conflicts of law. EACH PARTY IRREVOCABLY CONSENTS TO THE EXCLUSIVE JURISDICTION AND VENUE OF THE COURT OF COMMON PLEAS OF BERKS COUNTY, COMMONWEALTH OF PENNSYLVANIA, AND IRREVOCABLY AGREES THAT ALL ACTIONS OR PROCEEDINGS BETWEEN THE PARTIES, INCLUDING, BUT NOT LIMITED TO, THOSE ACTIONS OR PROCEEDINGS RELATING TO THIS AGREEMENT, SHALL BE LITIGATED IN SUCH COURT.

35. Subcontractors

- 35.1. If subcontractors are permitted by the RFP, the Vendor shall only use such subcontractors identified in its Proposal. The substitution of one subcontractor for another may be made only with the prior written approval of the County. Such approval shall not be unreasonably withheld.
- 35.2. Notwithstanding the foregoing, the Vendor shall not subcontract with or employ any entity or individual who is currently suspended or debarred by the Commonwealth of Pennsylvania or federal government during the term of this Agreement or any extensions or renewals thereof. The County shall have the right to require the Vendor to terminate such subcontracts or employment at no cost to the County. The Vendor agrees to reimburse the County for costs and expenses incurred due to the Vendor's noncompliance with the terms of this certification requirement. For further details regarding debarment refer to Clause 47.

36. Severability

The provisions of this Agreement shall be deemed to be severable. Consequently, in the event that any provision of this Agreement is found to be void or unenforceable, such findings shall not be construed to render any other provision of this Agreement either void or unenforceable, and all other provisions shall remain in full force and effect unless the provisions which are void or unenforceable shall substantially affect the rights or obligations granted to or undertaken by either party.

37. Reservation of Rights

- 37.1. Either party's waiver of any of its remedies afforded hereunder or by law is without prejudice and shall not operate to waive any other remedies which such party shall have available to it, nor shall such waiver operate to waive such party's rights to any remedies for future breach, whether of a like or different character. Furthermore, any termination or assignment of this Agreement shall not relieve or release either party hereto from any rights, liabilities, or obligations which it has accrued under law or under the terms of this Agreement prior to the date of such termination or assignment.
- 37.2. Failure to Enforce No Waiver
Any failure on the part of the County to enforce any provisions of this Agreement or to take any action to which it may be entitled with respect to any breach of the terms and provisions hereof by the Vendor at any time shall not nor be deemed to be a waiver by the County of such rights, and the County shall at all times have the right to enforce each and every provision hereof and to pursue any appropriate legal or equitable remedy for any breach, past or present, of the terms hereof by the Vendor.

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38. Funds from Private Sources

Vendor agrees that funds under this Agreement shall not be used to replace funds from non-Federal and non-State sources. Vendor further agrees to continue or initiate efforts to obtain support from private sources or other public organizations for services funded under this Agreement.

39. Regulations

39.1. General Obligations

- 39.1.1. The Program is being funded in part by grant money provided by the United States Department of Labor and/or the United States Department of Health & Human Services. Vendor shall perform Services and ensure that its Subcontractors perform Services in strict accordance with the requirements and conditions set forth in all grant documents applicable to the Program. If any grant money is forfeited as a direct or indirect result of Vendor's or Subcontractor's performance or non-performance of Services, the Contract Price shall be reduced in the amount equal to the forfeited grant monies.
- 39.1.2. Vendor shall certify that, as of the date of its execution of the Contract Documents, that Vendor, nor any Subcontractors, nor any suppliers are under suspension or debarment by the Commonwealth of Pennsylvania or any other state or federal governmental entity, instrumentality, or authority and, if the Vendor cannot so certify, then it agrees to submit, along with its Proposal, a written explanation of why such certification cannot be made.
- 39.1.3. Vendor shall comply with all applicable requirements associated with the BCWDB WIOA Title I Adult allocation funding this program.
- 39.1.4. Vendor shall adhere to and, if requested, agree to in writing, all contractor integrity provisions required by any grant associated with this Program.
- 39.1.5. Vendor shall take affirmative steps, as such steps are set forth in 44 CFR § 13.36(e) to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.
- 39.1.6. Vendor or subcontractor shall certify it is in compliance with the current Pennsylvania Unemployment Compensation and Worker's Compensation Laws.
- 39.1.7. Vendor shall comply with all pertinent federal, state and local laws and regulations and all amendments made thereto. Definitions of service, eligibility of recipients of service and other limitations on the purchase of the services established in this Agreement are subject to modification by amendments to Federal, State and Local laws and regulations without further notice to the Vendor.

39.2. Federal Procurement Compliance

- 39.2.1. Vendor shall not discriminate on the basis of race, color or national origin in any activity associated with this Program in accordance with Title VI of the Civil Rights Act of 1964, July 2, 1964, P.L. 88-352, Title VI, 42 U.S.C. § 2000d.

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- 39.2.2. Vendor shall not discriminate on the basis of age in any activity associated with this Program in accordance with the Age Discrimination Act, Nov 28, 1975, P.L. 94-135, as amended, 42 U.S.C. § 6101 *et seq.*
- 39.2.3. Vendor shall not discriminate on the basis of disability in any activity associated with this Program in accordance with the Section 504 of the Rehabilitation Act of 1973, Sept. 26, 1973, P.L. 93-112, Title V, § 504, 29 U.S.C. § 794.
- 39.2.4. Vendor agrees that compliance with this assurance constitutes a condition of continued receipt of Federal financial assistance, and that is binding upon the Vendor, its successors, transferees and assignees for the period during which such assistance is provided. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Vendor by the County, this assurance shall obligate the Vendor, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is so provided, this assurance shall obligate the Vendor for the period during which it retains ownership or possession of the property. The Vendor further recognizes and agrees that the United States shall have the right to seek judicial enforcement of this assurance.
- 39.2.5. Vendor shall not discriminate on the basis of disability in any activity associated with this Program in accordance with the Americans With Disabilities Act of 1990, P.L. 101-336, 42 U.S.C. § 12101 *et seq.*, and federal regulations set forth at 28 C.F.R. Part 35. Vendor shall complete the “Accessibility Checklist, Attachment G, attached hereto and made a part of this Agreement.
- 39.2.6. Vendor shall not discriminate on the basis of sex in any activity associated with this Program in accordance with Nontraditional Employment of Women’s Act of 1991.
- 39.2.7. Vendor shall provide an equal opportunity for employment in all contracts and subcontracts associated with this Program in accordance with Executive Order 11246, dated September 24, 1965, as amended by Executive Order 11375, dated October 13, 1967, and as supplemented in Department of Labor Regulations set forth in 40 C.F.R. Part 60.
- 39.2.8. No facilities that will be used to perform the Services may be listed on the List of Violating Facilities maintained by the Environmental Protection Agency and the Vendor, upon request of the County, shall provide a certification verifying the same.
- 39.2.9. Vendor shall inform all parties that this Program is being supported in part by Federal funding when it issues any statements, press releases, requests for proposals, bid solicitations and other similar documents related to the Program.
- 39.2.10. Vendor shall comply with all applicable mandatory standards and policies relating to energy efficiency which are contained in the applicable state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

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39.2.11. The United States Department of Labor, United States Health & Human Services, Comptroller General of the United States, the Owner, or their duly authorized representatives shall have access to any books, documents, papers, and records of the Vendor which are directly pertinent to Contract for the purpose of making audit, examination, excerpts, and transcriptions. Vendor shall incorporate in each of its subcontracts a provision requiring its Subcontractors and Sub-subcontractors to provide the United States Department of Labor, United States Department of Health & Human Services, Comptroller General of the United States, the County, or their duly authorized representatives access to any books, documents, papers, and records which are directly pertinent to Contract for the purpose of making audit, examination, excerpts, and transcriptions. Vendor shall (and require each Subcontractor and Sub-subcontractor to) retain all records related to the Program or the Contract for seven (7) years after Final Payment from Owner to Vendor has been remitted and all other pending matters related to the Program or Contract are closed.

39.3. Notices of Federal Statutes, Regulations and Rules

39.3.1. The Vendor is hereby notified that the following federal statutes, regulations and rules apply to the Services as federally funded Program:

39.3.2. Environmental

- 39.3.2.1. Archaeological and Historic Preservation Act of 1974, 16 USCS §469a-1 et seq., (P.L. 86-523, as amended)
- 39.3.2.2. Protection and Enhancement of Cultural Environment, (Executive Order 11593)
- 39.3.2.3. National Historic Preservation Act of 1966, 16 USCS §470, (P.L. 89-665, Section 106, as amended)
- 39.3.2.4. Clean Air Act of 1955, 42 USCS §7401 et seq., (P.L. 84-159, as amended)
- 39.3.2.5. Federal Water Pollution Control Act of 1948 (also known as the “Clean Water Act”) (33 USCA § 1251 et seq., P.L. 845, as amended)
- 39.3.2.6. Coastal Barrier Resources Act, 16 USCS §3501 et seq., (P.L. 97-348)
- 39.3.2.7. Coastal Zone Management Act of 1972, 16 USCS §1451 et seq., (P.L. 92-583, as amended)
- 39.3.2.8. Endangered Species Act of 1973, 16 USCS §1531 et seq., (P.L. 93-205, as amended)
- 39.3.2.9. Fish and Wildlife Coordination Act, (P.L. 85-624, as amended)
- 39.3.2.10. Floodplain Management, (Executive Order 11988, as amended by Executive Order 12148)
- 39.3.2.11. Environmental Justice, (Executive Order 12898)

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- 39.3.2.12. Protection of Wetlands, (Executive Order 11990)
 - 39.3.2.13. Farmland Protection Policy Act, 7 USCS §4201 et seq., (P.L. 97-98)
 - 39.3.2.14. National Environmental Policy Act of 1969, (P.L. 91-190)
 - 39.3.2.15. Safe Drinking Water Act of 1974, (P.L. 93-523, Section 1424(e), as amended)
 - 39.3.2.16. Wild and Scenic Rivers Act of 1968, 16 USCS §1271 et seq., (P.L. 90-542, as amended)
 - 39.3.2.17. Environmental Protection Agency regulations, Title 40 of the Code of Federal Regulations (including, without limitation, 40 CFR part 15)
 - 39.3.2.18. Procurement of Recovered Materials - §200.322
 - 39.3.2.18.1. Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- 39.4. Social
- 39.4.1. Promoting the Use of Women’s and Minority Business Enterprise, (Executive Orders 11625, 12138 and 12342)
 - 39.4.2. Civil Rights Act of 1964, Title VI, (P.L. 88-352)
 - 39.4.3. Title IX of the Education Amendments of 1972, as amended, 20 USCS §1681 - 1685 and 1686, Prohibition against Sex Discrimination
 - 39.4.4. Rehabilitation Act of 1973, 29 USCS §794, (P.L. 93-112 Section 504, as amended. Executive Orders 11914 and 11250)
 - 39.4.5. Section 13 of the Federal Water Pollution Control Act Amendments of 1972, (P.L. 92-500), (Clean Water Act”)
 - 39.4.6. Age Discrimination Act of 1975, 42 USCS §6101-6107, (P.L. 94-135, as amended)
 - 39.4.7. Drug Free Workplace Act of 1988, (P.L. 100-690)

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- 39.4.8. Drug Abuse Office and Treatment Act of 1972, (P.L. 92-255)
- 39.4.9. Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, (P.L. 91-616)
- 39.4.10. Equal Employment Opportunity, (Executive Order 11246, of September 24, 1965, entitled “Equal Employment Opportunity,” as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60).
- 39.4.11. The Vendor agrees to comply with and is subject to all applicable provisions of 41 U.S.C. 4172, including prohibitions on reprisal and notice to employees.
- 39.4.12. The Vendor agrees to comply with 28 CFR Part 38, “Partnerships with Faith Based and Other Neighborhood Organizations.”
- 39.4.13. Pursuant to Executive Order 13513, “Federal Leadership on Reducing Text Messaging While Driving,” 74 Fed. Reg 51225. The County encourages vendor to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this contract and to establish workplace safety policies and conduct education, awareness and other outreach to decrease crashes caused by distracted drivers.
- 39.4.14. Public Health Service Act of 1912, 42 USCS §290 dd-3 and §290 ee-3, §523 and §527
- 39.4.15. Section 129 of the Small Business Administration Reauthorization and Amendment Act of 1988, (P.L. 100-590)
- 39.5. Economic
 - 39.5.1. Procurement Prohibitions under Clean Air Act, Section 306; Clean Water Act, Section 508; and Executive Order 11738
 - 39.5.2. Debarment and Suspension, (Executive Order 12549)
 - 39.5.3. Davis-Bacon Act, 40 U.S.C. §§ 276a to 276a–7, as supplemented by Department of Labor regulations, 29 CFR Part 5
 - 39.5.4. Contract Work Hours and Safety Standards Act, 40 U.S.C. §§ 327–330, as supplemented by Department of Labor regulations 29 CFR Part 5
- 39.6. Miscellaneous
 - Vendor must be in compliance with the following acts:
 - 39.6.1. Demonstration Cities and Metropolitan Development Act of 1966, (Executive Order 12372, P.L. 89-754, as amended)

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- 39.6.2. Uniform Relocation and Real Property Acquisition Policies Act of 1970, Titles II and III, (P.L. 91-646, as amended)
- 39.6.3. Anti-Lobbying, 31 USCS §1352, 40 CFR Part 34
- 39.6.4. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)
 - 39.6.4.1. Vendors with an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- 39.6.5. In accordance with 2 CFR Part 200, Section 200.318, Vendor attests to the following:
 - 39.6.5.1. That no employee, officer, or agent of the Vendor that participates in the selection, award, or administration of this contract has a real or apparent conflict of interest. Such a conflict of interest would arise when an employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.
 - 39.6.5.2. The officers, employees, and agents of the Vendor may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontractors.
 - 39.6.5.3. The Vendor's standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non-Federal entity/County.
- 39.6.6. Vendor certifies that 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 an 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.
 - 39.6.6.1. 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

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Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

- 39.6.6.2. 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.
- 39.6.6.3. 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 each such failure.
- 39.6.7. Copeland “Anti-Kickback” Act, 18 U.S.C. § 874, as supplemented in Department of Labor regulations, 29 CFR Part 3
- 39.6.8. Flood Disaster Protection Act of 1973, (Section 102(a), P.L. 93-234)
- 39.6.9. Department of Labor and Department of Health and Human Services Requirements and Regulations pertaining to reporting (including, without limitation, such reporting requirements set forth in Title 6 and Title 44 of the Code of Federal Regulations)
- 39.6.10. Department of Labor and Department of Health & Human Services Requirements and Regulations pertaining to patent rights, copyrights and rights in data (including, without limitation, such requirements set forth in Part 3027 of Title 48 of the Code of Federal Regulations)
- 39.6.11. The Workforce Investment Act of 1998 and subsequent implementing regulations and clarifications.
- 39.6.12. The Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (Welfare Reform) and subsequent reauthorization
- 39.6.13. The Trade Act of 1974 (as amended) and Trade Act of 2002
- 39.6.14. The Workforce Innovation and Opportunity Act which became effective July 1, 2015 and replaced the Workforce Investment Act
 - 39.6.14.1. Funds provided to employers for work-based training, as described in WIOA Subpart F, must not be used to directly or indirectly assist, promote, or deter union organizing.
- 39.6.15. The Service Contract Act (as amended), 41 U.S.C. 351 et seq., Title 29, Part 4 Labor Standards for Federal Service Contracts
- 39.6.16. Rights to Inventions Made Under a Contract or Agreement which shall be applicable for federal funding streams that meet the definition of “funding agreement” under 37 CFR

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§401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

40. Notice Required

All notices, informational pamphlets, press releases, research reports, and similar public notices prepared and released by the Vendor shall be pre-approved by the WDB and include the statement, "This program is funded, in part, under an Agreement with money allocated by the Pennsylvania Department of Labor and Industry, Bureau of Workforce Development Partnership and the Berks County Commissioners, through the Berks County WDB."

41. Earnings of Funds

- 41.1. In no event shall the County have or be deemed to have any obligation or responsibility under this Agreement or otherwise, to provide program funds in excess of the amount set forth in Section 38.1 hereof, unless the County has expressly given its prior written approval to any such additional funding, specifying the amount and purpose thereof.
- 41.2. The Vendor shall be entitled to receive an operational fund only if the need for procurement of indispensable materials and supplies or staff preparation time is fully justified in the proposal.

42. Program Budget

The Vendor shall accept as referrals and enroll or employ as participants only those individuals who have been certified in writing by the agency specifically designated by the County for such purpose to have satisfied the eligibility criteria applicable to the program to be operated.

43. Program-Budget Changes

- 43.1. Vendor shall inform the WDB in writing of all proposed changes in program operations, administration, or policy prior to implementation and will implement changes only after WDB's approval. The WDB reserves the right to approve contracted client service priorities, forms, and service delivery.
- 43.2. Prior to undertaking any activity concerning which there is any uncertainty or which is not specifically authorized, the Vendor shall request the advice and guidance and shall obtain the approval of the County, and it shall be the responsibility of the County to provide basic, detailed, authoritative information and interpretation regarding this Agreement and the applicable legislative and regulatory requirements, and of the Vendor to comply with all directives of the County issued pursuant hereto.

44. Eligibility Determination

- 44.1. Eligibility for participation in the program funded hereunder shall be determined in all cases by the BERKS WDB or any other agency designated for such purpose by the WDB.

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- 44.2. Eligibility for participation in the program funded hereunder shall be certified in writing on an individual basis by the WDB's designated agency on such document as may be approved for such purpose, and the Vendor shall require submission of such form before accepting any individual into the program, and shall retain said form in the participant's file.

45. Staff Training

- 45.1. Sub-grantee staff attendance at formal classes and seminars must be approved by the Berks County Workforce Development Board in order to qualify for reimbursement of tuition costs. Failure to obtain prior permission for attendance in classes or seminars will result in the disallowance of tuition costs. Only classes or conferences directly related to an employee's job functions involved with program- funded activities will be authorized.
- 45.2. Direct all correspondence concerning attendance of job-related training to:
Berks County Workforce Development Board
Attention: WDB Assistant Director

46. Travel Expenses

Reimbursement for travel expenses of the staff of the Vendor agency under the provisions of the Agreement shall be subject to the following conditions:

- 46.1. Travel outside the State must have prior approval of the WDB.
- 46.2. Living and travel expenses, with itemized receipts, to be paid under the terms of this Agreement, will be reimbursed by the Vendor, in accordance with Vendor's approved travel policy, or at prevailing County rates, if no approved policy exists, unless otherwise specified.
- 46.3. For reimbursement of mileage the Subrecipient shall not charge more than the maximum allowable reimbursement rate of Federal employees.
- 46.4. Travel and expenses for other than WDB approved events of more than \$200.00 must receive prior approval by the WDB.
- 46.5. Out-of-State Travel
- 46.5.1. Travel and associated costs for travel out-of-state will not be reimbursed unless such costs are:
- 46.5.1.1. reasonable and necessary to the purposes of the contract, and
- 46.5.1.2. included in your contract budget.
- 46.5.2. Requests for approval of out-of-state travel should be in written form and must include a statement as to the nature and purpose of the travel as it relates to your contract, and an estimate of the amount of travel and associated costs. Additionally, any supporting documentation to substantiate the nature and purpose of travel shall be provided with the written request.

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47. Integrity Provisions

- 47.1. It is essential that those who seek to contract with the County observe high standards of honesty and integrity. They must conduct themselves in a manner that fosters public confidence in the integrity of the County procurement process.
- 47.2. In furtherance of this policy, Vendor agrees to the following:
- 47.2.1. Vendor shall maintain the highest standards of honesty and integrity during the performance of this Agreement and shall take no action in violation of state or federal laws or regulations or any other applicable laws or regulations or other requirements applicable to Vendor or that governs contracting with the County and WDB and Department.
 - 47.2.2. Vendor shall establish and implement a written business integrity policy, which includes, at a minimum, the requirements of these provisions as they relate to Vendor employee activity with the County and WDB and Department; County and WDB and Department employees, and which is distributed and made known to all Vendor employees.
 - 47.2.3. Vendor, its affiliates, agents and employees shall not influence, or attempt to influence any County or WDB and Department employee to breach the standards of ethical conduct for County or WDB and Department employees set forth in the *Public Official and Employees Ethics Act, 65 Pa.C.S. §§1101 et seq.*; the *State Adverse Interest Act, 71 P.S. §776.1 et seq.*; and the *Governor's Code of Conduct, Executive Order 1980-18, 4 Pa. Code §7.151 et seq.*, or to breach any other state or federal law or regulation.
 - 47.2.4. Vendor, its affiliates, agents and employees shall not offer, give or agree or promise to give any gratuity to a County and/or WDB and Department official or employee or to any other person at the direction or request of any County and/or WDB and Department official or employee.
 - 47.2.5. Vendor, its affiliates, agents and employees shall not offer, give or agree or promise to give any gratuity to a County official or employee or to any other person, the acceptance of which would violate the *Governor's Code of Conduct, Executive Order 1980-18, 4 Pa. Code §7.151 et seq.* or any statute, regulation, statement of policy, management directive or any other published standard of the County and WDB and Department.
 - 47.2.6. Vendor, its affiliates, agents and employees shall not, directly or indirectly, offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for the decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty by any County or WDB and Department official or employee.
 - 47.2.7. Vendor, its affiliates, agents, employees or anyone in privity with him or her shall not accept or agree to accept from any person, any gratuity in connection with the performance of work under the agreement, except as provided in the Agreement.
 - 47.2.8. Vendor shall not have a financial interest in any other provider, subcontractor or supplier providing services, labor or material on this program, unless the financial interest is disclosed to the County in writing and the County consents to Vendor's financial interest

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prior to County execution of the agreement. Vendor shall disclose the financial interest to the County at the time of bid or proposal submission, or if no bids or proposals are solicited, no later than Vendor's submission of the agreement signed by Vendor.

- 47.2.9. Vendor must promptly refer to the Department of Justice Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor subcontractor or other person has, in connection with funds under this award (1) submitted a claim that violates the False Claims Act or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity or similar misconduct. Potential fraud, waste, abuse or misconduct involving or relating to funds under this contract should be reported to the OIG by (1) mail directed to: Office of the Inspector General, U.S. Department of Justice, Investigations Division, 950 Pennsylvania Avenue, N.W. Room 4706, Washington, DC 20530; (2) email to: oig.hotline@usdoj.gov and/or (3) the DOJ OIG hotline: at (800) 869-4499 (phone) or (202) 616-9881. Additional information is available from the DOJ OIG website at <http://www.usdoj.gov/oig>.
- 47.2.10. Restrictions and certifications regarding non-disclosure agreements and related matters
- 47.2.10.1. Vendor shall not require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts or purports to prohibit or restrict the reporting (in accordance with law) of waste, fraud or abuse to an investigative or law enforcement representative of federal department or agency authorized to receive such information.
- 47.2.10.2. The foregoing is not intended and shall not be understood by, to contravene requirements applicable to Standard Form 312 (which relates to classified information). Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.
- 47.2.10.3. In accepting this Agreement, the Vendor
- 47.2.10.3.1. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
- 47.2.10.3.2. certifies that if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency whom has awarded these grant funds and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

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- 47.2.10.4. If the Vendor does or is authorized to make subawards (“subgrants”), or engage a procurement contractor to perform services under this Agreement:
 - 47.2.10.4.1. it represents that
 - 47.2.10.4.1.1. it has determined that no other entity that the Vendor’s application proposes may or will receive award funds (whether through a subaward (“subgrant”), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
 - 47.2.10.4.1.2. it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and
 - 47.2.10.4.1.3. it certifies that, if it learns or is notified that any subrecipient, contractor or subcontractor entity that received funds under this agreement is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, the County will immediately stop any further obligations of agreement funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.
- 47.2.11. Vendor, its affiliates, agents and employees shall not disclose to others any information, documents, reports, data or records provided to, or prepared by, Vendor under this agreement without the prior written approval of the County, except as required by the *Pennsylvania Right-to-Know Law, 65 P.S. §§67.101-3104*, or other applicable law or as otherwise provided in this Agreement. Any information, documents, reports, data, or records secured by Vendor from the County or a third party in connection with the performance of this agreement shall be kept confidential unless disclosure of such information is:
 - 47.2.11.1. Approved in writing by the County prior to its disclosure; or
 - 47.2.11.2. Directed by a court or other tribunal of competent jurisdiction unless the agreement requires prior County approval; or
 - 47.2.11.3. Required for compliance with federal or state securities laws or the requirements of national securities exchanges; or
 - 47.2.11.4. Necessary for purposes of Vendor’s internal assessment and review; or

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- 47.2.11.5. Deemed necessary by Vendor in any action to enforce the provisions of this Agreement or to defend or prosecute claims by or against parties other than the County; or
 - 47.2.11.6. Permitted by the valid authorization of a third party to whom the information, documents, reports, data or records pertain; or
 - 47.2.11.7. Otherwise required by law.
- 47.2.12. Vendor certifies that neither it nor any of its officers, directors, associates, partners, limited partners or individual owners has been officially notified of, charged with, or convicted of any of the following and agrees to immediately notify the County agency granting officer in writing if and when it or any officer, director, associate, partner, limited partner or individual owner has been officially notified of, charged with, convicted of, or officially notified of a governmental determination of any of the following:
- 47.2.12.1. Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
 - 47.2.12.2. Commission of fraud or a criminal offense or other improper conduct or knowledge of, approval of or acquiescence in such activities by Vendor or any affiliate, officer, director, associate, partner, limited partner, individual owner, or employee or other individual of entity associated with:
 - 47.2.12.2.1. Obtaining;
 - 47.2.12.2.2. Attempting to obtain; or
 - 47.2.12.2.3. Performing a public grant or subgrant
 - 47.2.12.2.4. Vendor's acceptance of the benefits derived from the conduct shall be deemed evidence of such knowledge, approval or acquiescence.
 - 47.2.12.3. Violation of federal or state antitrust statutes.
 - 47.2.12.4. Violation of any federal or state law regulating campaign contributions.
 - 47.2.12.5. Violation of any federal or state environmental law.
 - 47.2.12.6. Violation of any federal or state law regulating hours of labor, minimum wage standards or prevailing wage standards; discrimination in wages; or child labor violations.
 - 47.2.12.7. Violation of the *Act of June 2, 1915 (P.L.736, No. 338)*, known as the *Workers' Compensation Act*, 77 P.S. 1 et seq.
 - 47.2.12.8. Violation of any federal and state law prohibiting discrimination in employment, including but not limited to 28 CFR Part 42.

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- 47.2.12.9. Debarment by any agency or department of the federal government or by any other state.
- 47.2.12.10. Any other crime involving moral turpitude or business honesty or integrity.
- Vendor acknowledges that the County may, in its sole discretion, terminate the agreement for cause upon such notification or when the County otherwise learns that Vendor has been officially notified, charged or convicted.
- 47.2.13. If this Agreement was awarded to Vendor on a non-bid basis, Vendor must, (as required by *Section 1641* of the *Pennsylvania Election Code*) file a report of political contributions with the Secretary of the Commonwealth on or before February 15 of the next calendar year. The report must include an itemized list of all political contributions known to Vendor by virtue of the knowledge possessed by every officer, director, associate, partner, limited partner, or individual owner that has been made by:
- 47.2.13.1. Any officer, director, associate, partner, limited partner, individual owner or members of the immediate family when the contributions exceed as aggregate of one thousand dollars (\$1,000) by any individual during the preceding year; or any employee or members of his immediate family whose political contribution exceeded one thousand dollars (\$1,000) during the preceding year.
- 47.2.13.2. To obtain a copy of the report form, Vendor shall contact the Bureau of Commissioners, elections and Legislation, Division of Campaign Finance and Lobby Disclosure, Room 210, North Office Building, Harrisburg, PA 17120.
- 47.2.14. Vendor shall comply with requirements of the *Lobbying Disclosure Act, 65 Pa.C.S. § 13A01 et seq.*, and the regulations promulgated pursuant to that law. Vendor employee activities prior to or outside of formal Commonwealth procurement communication protocol are considered lobbying and subjects the Vendor employees to the registration and reporting requirements of the law. Actions by outside lobbyists on Vendor's behalf, no matter the procurement stage, are not exempt and must be reported.
- 47.2.15. When Vendor has reason to believe that any breach of ethical standards as set forth in law, the Governor's code of Conduct, or in these provisions has occurred or may occur, including but not limited to contact by a Commonwealth officer or employee which, if acted upon, would violate such ethical standards, Vendor shall immediately notify the Commonwealth granting officer or Commonwealth Inspector General in writing.
- 47.2.16. Vendor, by submission of its bid or proposal and/or execution of this agreement by the submission of any bills, invoices or requests for payment pursuant to the grant, certifies and represents that it has not violated any of these integrity provisions in connection with the submission of the bid or proposal, during any agreement negotiations or during the term of the Agreement.
- 47.2.17. Vendor shall cooperate with the Office of Inspector General in its investigation of any alleged Commonwealth employee breach of ethical standards and any alleged Vendor non-compliance with these provisions. Vendor agrees to make identified Vendor

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employees available for interviews at reasonable times and places. Vendor, upon the inquiry or request of the Office of Inspector General, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Inspector General to Vendor's integrity and compliance with these provisions. Such information may include, but shall not be limited to, Vendor's business or financial records, documents or files of any type or form that refers to or concern this Agreement.

- 47.2.18. For violation of any of these Integrity Provisions, the County may terminate that and any other agreement with Vendor, claim liquidated damages in an amount equal to the value of anything received in breach of these provisions, claim damages for all additional costs and expenses incurred in obtaining another Vendor to complete performance under this Agreement, and debar and suspend Vendor from doing business with the County. These rights and remedies are cumulative, and the use or non-use of anyone shall not preclude the use of all or any other. These rights and remedies are in addition to those the Commonwealth may have under law, statute, regulation or otherwise.
- 47.2.19. For purposes of these Integrity Provisions, the following terms shall have the meanings found in this Clause 47.
- 47.2.19.1. "Confidential information" means information that a) is not already in the public domain; b) is not available to the public upon request; c) is not or does not become generally known to Vendor from a third party without an obligation to maintain its confidentiality; d) has not become generally known to the public through an act or omission of Vendor; or e) has not been independently developed by Vendor without the use of confidential information of the County or Commonwealth.
- 47.2.19.2. "Consent" means written permission signed by a duly authorized officer or employee of the County or Commonwealth, provided that where the material facts have been disclosed, in writing, by pre-qualification, bid, proposal, or grantual terms, the County or Commonwealth shall be deemed to have consented by virtue of execution of this Agreement.
- 47.2.19.3. "Vendor" means the individual or entity that has entered into this Agreement with the County, including those directors, officers, partners, managers and owners having more than a five percent interest in Vendor.
- 47.2.19.4. "Financial interest" means:
- 47.2.19.4.1. Ownership of more than a five percent interest in any business; or
- 47.2.19.4.2. Holding a position as an officer, director, trustee, partner, employee or holding any position of management.
- 47.2.19.5. "Gratuity" means tendering, giving or providing anything of more than nominal monetary value including, but not limited to, cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment or grants of any kind. The exceptions set forth in the Governor's Code of Conduct, Executive Order 1980-18, the 4 Pa. Code §7.153(b), shall apply.

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- 47.2.19.6. “Immediate family” means a spouse and any unemancipated child.
- 47.2.19.7. “Non-bid basis” means a grant awarded or executed by the County with Vendor without seeking bids or proposals from any other potential bidder or offeror.
- 47.2.19.8. “Political contribution” means any payment, gift, subscription, assessment, grant, payment for services, dues, loan, forbearance, advance or deposit of money or any valuable thing, to a candidate for public office or to a political committee, including but not limited to a political action committee, made for the purpose of influencing any election in the Commonwealth of Pennsylvania or for paying debts incurred by or for a candidate or committee before or after any election.

48. Debarment/Tax Liabilities

- 48.1. For the purpose of these provisions, the term Vendor is defined as any person, including, but not limited to, a bidder, offeror, loan recipient, provider, or subcontractor, who has furnished or seeks to furnish goods, supplies, services, or leased space, or who has performed or seeks to perform construction activity under contract, subcontract, grant or subgrant with the County, or with a person under contract, subcontract, grant, or subgrant with the County or its state-affiliated entities, and state-related institutions. The term Vendor may include a permittee, licensee, or any agency, political subdivision, instrumentality, public authority, or other entity of the County.
 - 48.1.1. The Vendor must certify, in writing, for itself and all its subcontractors, that as of the date of its execution of any County contract, that neither the Vendor, nor any subcontractors, nor any suppliers are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the Vendor cannot so certify, then it agrees to submit, along with the bid/proposal, a written explanation of why such certification cannot be made.
 - 48.1.1.1. The Vendor agrees that it shall not knowingly enter into any lower tier covered transaction (as defined in Executive Order 12549, Debarment and Suspension, encoded at 29 CFR Part 98, Section 98510) with a subcontractor/subrecipient who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the United States Department of Labor and Industry.
 - 48.1.1.2. The Vendor must also certify, in writing, that as of the date of its execution, of any County contract it has no tax liabilities or other County or Commonwealth obligations.
 - 48.1.1.3. The Vendor’s obligations pursuant to these provisions are ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Vendor shall have an obligation to inform the contracting agency if, at any time during the term of the contract, it becomes delinquent in the payment of taxes, or other County or Commonwealth obligations, or if it or any of its subcontractors are suspended or debarred by the Commonwealth, the federal

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government, or any other state or governmental entity. Such notification shall be made within 15 days of the date of suspension or debarment.

- 48.1.2. The failure of the Vendor to notify the contracting agency of its suspension or debarment by the Commonwealth, any other state, or the federal government shall constitute an event of default of the contract with the County.
- 48.1.3. The Vendor agrees to reimburse the County and the Commonwealth for the reasonable costs of investigation incurred by the Office of State Inspector General for investigations of the Vendor's compliance with the terms of this or any other agreement between the Vendor and the County, which results in the suspension or debarment of the Vendor. Such costs shall include, but shall not be limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Vendor shall not be responsible for investigative costs for investigations that do not result in the Vendor's suspension or debarment.
- 48.1.4. Vendor is required to screen their employees and contractors, both individuals and entities, to determine if they have been excluded from participation in Medicare, Medicaid or any other federal health care program. Vendor will immediately notify County and United States Department of Labor and Industry of any discovered exclusion of an employee or contractor, either an individual or entity.
- 48.1.5. All employees, Vendors, contractors, service providers, and referral sources should be screened for exclusion before employing and/or contracting with them and, if hired, should be rescreened on an ongoing monthly basis to capture exclusions and reinstatements that have occurred since the last search.
- 48.1.6. Vendor will develop and maintain auditable documentation of screening efforts, including dates the screenings were performed and the source data checked and its date of more recent update; and periodically conduct self-audits to determine compliance with this requirement.
- 48.1.7. Any Vendor being paid with Medical Assistance or State Children's Health Insurance Program (SCHIP) dollars shall adhere to the following:
 - 48.1.7.1. Develop policies and procedures for screening of all employees and contractors (both individuals and entities), at time of hire or contracting; and, thereafter, on an ongoing monthly basis to determine if they have been excluded from participation in federal health care programs;
- 48.1.8. Vendor will use the following databases to determine exclusion status:
 - 48.1.8.1. *Pennsylvania Medichk List*: a data base maintained by the Pennsylvania Department of Human Services ("DHS") that identifies providers, individuals, and other entities that are precluded from participation in Pennsylvania's MA Program:

<https://www.humanservices.state.pa.us/Medchk/MedchkSearch/Index>

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Link above is provided for your reference and is subject to change. It shall be the responsibility of the Vendor to determine and utilize the appropriate site for said database.

If an individual's resume indicates that he/she has worked in another state, providers should also check that state's individual list.

- 48.1.8.2. *List of Excluded Individuals/Entities (LEIE)*: data base maintained by HHS-OIG that identifies individuals or entities that have been excluded nationwide from participation in any federal health care program. An individual or entity included on the LEIE is ineligible to participate, either directly or indirectly, in the MA Program. Although the DHS makes best efforts to include on the Medicare List all federally excluded individuals/entities that practice in Pennsylvania, providers must also use the LEIE to ensure that the individual/entity is eligible to participate in the MA Program:

https://oig.hhs.gov/exclusions/exclusions_list.asp

Link above is provided for your reference and is subject to change. It shall be the responsibility of the Vendor to determine and utilize the appropriate site for said database.

- 48.1.8.3. Excluded Parties List System (EPLS): worldwide database maintained by the General Services Administration (GSA) that provides information about parties that are excluded from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits:

<https://www.sam.gov/>

Link above is provided for your reference and is subject to change. It shall be the responsibility of the Vendor to determine and utilize the appropriate site for said database.

- 48.1.8.4. Vendor shall immediately self-report any discovered exclusion of an employee or contractor, either an individual or an entity, to the Bureau of Program Integrity either:

- 48.1.8.4.1. Via e-mail through the MA Provider Compliance form at the following link:

<https://expressforms.pa.gov/apps/pa/DHS/MA-Provider-Compliance-Hotline>

- 48.1.8.4.2. By U.S. mail at the following address:

Department of Human Services
Office of Administration
Bureau of Program Integrity
Commonwealth of Pennsylvania

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P.O. Box 2675
Harrisburg, PA 17105-2675

- 48.1.8.4.3. By fax at: 1-717-772-4655 or 1-717-772-4638.
- 48.1.8.4.4. Vendor shall copy the County on any notice given to the Bureau of Program Integrity in the manner and at the address provided for giving notices to the County in this Agreement.
- 48.1.8.5. Vendor shall develop and maintain auditable documentation of screening efforts, including dates the screenings were performed and the source data checked and its date of most recent update.
- 48.1.8.6. Vendor shall periodically conduct self-audits to determine compliance with this requirement.
- 48.1.8.7. Vendor shall provide evidence of compliance with these requirements to the County within ten (10) days following a request by the County.
- 48.1.8.8. The Vendor may obtain a current list of suspended and debarred Commonwealth providers by accessing:
 - 48.1.8.8.1. The Commonwealth of Pennsylvania - Debarment and Suspension List online at the website below:

<https://www.dgs.internet.state.pa.us/debarmentsearch/debarment/index>

or contacting the:

Department of General Services
Office of Chief Counsel
603 North Office Building
Harrisburg, PA 17125
Telephone No: 717-783-6472
Fax No.: 717-787-9138
 - 48.1.8.8.2. The Worker Protection and Labor Law Non-Compliance List online at the website below:

<https://www.dli.pa.gov/Pages/Non-Compliance-List.aspx>
- 48.1.8.9. It shall be the responsibility of the Vendor to determine and utilize the appropriate site for said database.

49. Financial Management System

- 49.1. The maintenance of fiscal records must be accomplished in accordance with Generally Accepted Accounting Principles. The Program Operator must have or develop a financial management system that satisfactorily accounts for and documents the receipt and

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disbursement of all Program funds. While a separate accounting system need not be established, each sub-grantee must maintain financial records that adequately identify the source and application of all Program funds.

- 49.2. In addition, a cash-based accounting system must be capable of developing the accrued expenditure information needed to complete the required financial reports. Sufficient documentation must be maintained to support the accrual information reported to the Department of Labor and Industry.
- 49.3. Program funds forwarded to the Vendor must be deposited in a bank with Federal Deposit Insurance Corporation (FDIC) insurance coverage and the balance exceeding the FDIC coverage must be collaterally insured.
- 49.4. The Vendor shall establish a system of financial management and control to assure that program funds provided hereunder are disbursed or expended only for the purposes and in the manner specified herein and are not susceptible to misuse, theft or fraudulent conversion, and shall maintain such system in condition for audit.
- 49.5. All expenditures are to be reported on an accrual basis of accounting. This is a requirement of the U.S. Department of Labor and Industry, Training and Employment Guidance Letter 2-16.

50. Progress Reports

- 50.1. The Vendor and its subcontractors shall furnish to the County such progress and daily, weekly or monthly reports in such form and quantity as the County may from time to time require, including but not limited to, status reports of the program, proposed budgets, invoices, copies of all contracts executed and proposed and any and all other information relative to the program as may be requested.
- 50.2. In the event that the County determines that the Vendor or its subcontractors have not furnished such reports as required by the County, the County, by giving written notice to the Vendor, may suspend payments under this Agreement, until such time as the required reports are submitted.
- 50.3. Cumulative financial activity, as well as requests for reimbursement for program operations, shall be reported by the Vendor on a monthly basis by cost category and program activity on the Financial Status Report, such report to be submitted to the County within five (5) working days following the last day of the month to which the report applies.

51. Rights In Data: Copyrights and Disclosure

- 51.1. Definition: The term "data" as used herein, includes written reports, drawings, studies, computer programs, and work of any similar nature that is required to be delivered under this Agreement. It does not include Vendor's financial reports or other information incidental to Agreement's administration.
- 51.2. Rights in Data: Data submitted to and accepted by the County and United States Department of Labor and Industry under this Agreement shall be the property of the County and United States Department of Labor and Industry and it shall have full right to use such data for any

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official purpose in whatever manner deemed desirable and appropriate. Such use shall be without any additional payment to or approval by the Vendor.

51.3. Copyrights: Vendor relinquishes any and all copyrights and/or privileges to data developed under this Agreement. Vendor shall not include in the data any copyrighted matter without the written approval of the County and Department unless Vendor provides the County and Department with written permission of the copyright owner for the County and Department to use such copyrighted matter in a manner provided herein. Vendor shall exert all reasonable effort to advise the County and Department, at the time of delivery of data furnished under this Agreement, of all invasions of the right to privacy contained therein. The Vendor shall defend any suit or proceeding brought against the County and Department on account of any alleged infringement of any copyright arising out of the performance of this Agreement, including all work, services, materials, reports, studies, and computer programs provided by the Vendor. This is upon the condition that the County and Department shall provide prompt notification in writing of such suit or proceedings, full right, authorization and opportunity to conduct the defense thereof, and full information and all reasonable cooperation for the defense of the same. As principles of governmental or public law are involved, the County and Department may participate in the defense of any such action. The Vendor shall pay all damages and costs awarded therein against the County and Department. If information and assistance are furnished by the County and Department at Vendor's written request, it shall be at the Vendor's expense, but the responsibility for such expense shall be only that within the Vendor's written authorization. If any of the materials, reports, studies, or computer programs provided by the Vendor are in such suit or proceeding held to constitute infringement and the use of publication thereof is enjoined, the Vendor shall, at his/her own expense and at his/her option, either procure the right to publish or continue use of such infringing materials, reports, studies, or computer programs, replace them with non-infringing items, or so modify them so that they are no longer infringing. The obligations of the Vendor under this paragraph continue without time limit.

51.4. The County and the Department shall have unlimited rights to any data first produced or delivered under this Agreement (agreements which involve the use/development of computer programs/applications, or the maintenance of databases or other computer data processing programs, including the inputting of data).

52. Set Off Clause

The Vendor agrees that the County may set off the amount of any county or state tax liability or other obligation of the Vendor or its subsidiaries to the County against any payments due the Vendor under any contract with the County.

53. Property and Supplies

53.1. Vendor agrees to use its best efforts to obtain all supplies and equipment for use in the performance of this Agreement at the lowest practicable cost and to purchase all supplies and equipment over \$5,000.00 by means of a system of competitive bidding as required under the provisions of the Pennsylvania 3rd Class County Code, Article XVIII and/or Federal Acquisitions Regulations, as applicable.

53.1.1. For items with a unit cost or cumulative cost of \$5,000.00 or more which do not reach the established cost level to require formal bidding procedures, the sub-recipient is

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required to obtain at least three (3) written quotations, on the Vendor's letterheads. These quotes must be submitted to the Berks County Workforce Development Board along with any request to procure non-expendable property.

- 53.1.2. Proper bidding procedures shall adhere to Federal Regulations governing procurement outlined in 2 CFR 200 “Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards”, as amended. When obtaining written quotations procedures must be in place to ensure that a linkage is maintained with the Small Business Administration and other agencies which are able to assist in identifying small and minority-owned businesses.
- 53.1.3. All purchases of consumable supplies or materials, capital equipment and/or services made pursuant to this Agreement shall be made by purchase order or by written contract.
- 53.1.4. Inventory must be maintained for all individual items with a purchase price greater than \$499.00. An inventory tracking form will be provided by the WDB. Inventory will be maintained in accordance with WDB policy.
- 53.2. In addition, the Vendor shall maintain and administer with sound business practice a program for maintenance, repair, preservation and insurance of property.
- 53.3. Any vehicle purchased by the Vendor with program funds shall be adequately insured to cover occasional operation by WDB staff; said insurance to be in an amount approved by WDB and proof of said insurance shall be provided to WDB yearly.
- 53.4. Title to all property with a unit cost of \$5,000.00 or more furnished by the Department through the WDB Agreements shall remain with the said Department. Title to all property acquired by the Vendor, including purchase by lease-purchase agreement, for the cost of which the Vendor is to be reimbursed under this Agreement, shall vest in the Vendor during the term of this Agreement unless otherwise noted in the Agreement. Upon cancellation or termination of this Agreement, disposition of such purchased property with a unit cost of \$2,500.00 or more that has remaining useful life shall be made in accordance with the following provisions:
 - 53.4.1. If the Vendor wishes to retain any items of such purchased property, both parties will arrange for an independent third-party appraisal (agreed upon by the WDB) of these property items and will reimburse said Department for the value of the remaining life of the property on the basis of such appraisals;
 - 53.4.2. The Vendor may sell the property and reimburse said Department for its appropriate share providing said Department is notified ten days in advance of the date of sale, and prior written approval is received from the Secretary of Pennsylvania Department of Labor and Industry, Bureau of Workforce Development Partnership and the WDB.
- 53.5. The WDB and Department property and any property purchased under this Agreement shall, unless otherwise provided herein or approved in writing by said Department, be used only for the performance of this Agreement. In the event the Vendor is compensated for any loss, destruction or damage to the property, the Vendor shall renovate, repair, or replace the property. Any proceeds shall be credited to the Agreement.

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- 53.5.1. Vendor shall replace such property with property of the same or essentially equivalent value and scope of work within a reasonable time after such loss, damage or theft, and in any event prior to the termination of this Agreement; or
- 53.5.2. Vendor shall pay the WDB the current replacement cost of such property at the time of such loss, damage or theft, within thirty (30) days after receipt of the County's written request therefore, and in any event prior to the termination of this Agreement.
- 53.5.3. The provisions of this Section shall apply notwithstanding the fact that any insurance policy of the Vendor covering such property may contain a loss deductible clause for an amount in excess of the value of the property lost, damaged or stolen, or that the total amount of any insurance proceeds paid to the Vendor by reason of such loss, damage or theft is less than the current replacement cost of such property at the time of payment, or that the Vendor is otherwise underinsured or uninsured for such loss, damage or theft.
- 53.5.4. The Vendor shall not purchase or lease any property or equipment with a single unit purchase or lease price in excess of \$5,000.00 without prior written approval of the County. Inclusion of the purchase or lease item in the submitted Budget does not constitute, nor should it be deemed to be, approval, tacit or otherwise, from the County to purchase or lease the item.
- 53.5.5. Software packages, which are to be acquired solely for use in training programs and classroom instruction for participants, will not require written authorization prior to acquisition.
- 53.5.6. Excess property and equipment readily available for transfer will take precedence and the County reserves the right to deny a request for purchase.
- 53.5.7. Purchases of expendable supplies needed for operations on a day-to-day basis do not require prior approval, but such acquisitions must be included in the Budget of each proposal.
- 53.5.8. The Vendor shall institute a non-expendable property control system to assure that adequate safeguards are in effect to prevent loss, damage, theft, abuse or unauthorized use of property purchased with program funds, such control system to include, at a minimum: check-in/check-out procedures; supervised use of equipment; adequate maintenance procedures; procedures for the investigation of instances of loss, damage, theft, abuse or unauthorized use; and provisions for periodic inventory and maintenance of inventory records.
- 53.5.9. All materials, supplies, equipment and other property purchased or leased with Program funds shall be used exclusively for the purposes and activities specified by this Agreement.
- 53.5.10. All purchases of non-expendable property having an initial unit acquisition cost of \$2,500.00 or more made with program funds provided hereunder shall be reported to the County by completing the Financial Status Report, Attachment D, such report to be compiled and maintained on a cumulative basis and forwarded to the County within five (5) working days following the last day of the month in which such property was

ATTACHMENT A – PROPOSED FORM OF AGREEMENT AND GENERAL CONDITIONS

received. Purchases must be substantiated by pertinent invoices, which accompany requests for reimbursement.

54. Right to Know Law

- 54.1. The Pennsylvania Right-to-Know Law (“RTKL”), 65 P.S. §§ 67.101-3104, applies to this Agreement.
- 54.2. Unless the Vendor provides the County, in writing, with the name and contact information of another person, the County shall notify the provider using the Vendor information provided by the Vendor in this Agreement if the County needs the Vendor’s assistance in any matter arising out of the RTKL. The Vendor shall notify the County in writing of any change in the name or the contact information within a reasonable time prior to the change.
- 54.3. Upon notification to the Vendor that the County has received a request for records under the RTKL related to this Agreement that may be in the Vendor’s possession, constituting or alleged to constitute, a public record in accordance with the RTKL (“Requested Information”), the Vendor shall:
 - 54.3.1. Provide the County, within five (5) business days after receipt of the County’s written notification, access to, and copies of, any document or information in the Vendor’s possession arising out of this Agreement that the County reasonably believes is Requested Information and may be a public record under the RTKL; and
 - 54.3.2. Provide such other assistance as the County may reasonably request, in order to comply with the RTKL with respect to this Agreement.
- 54.4. If the Vendor considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or information that the Vendor considers exempt from production under the RTKL, the Vendor must notify the County and provide within five (5) business days of receiving the County’s written notification, a written statement signed by a representative of the Vendor explaining why the requested material is exempt from public disclosure under the RTKL.
- 54.5. The County will rely upon the written statement from the Vendor in denying a RTKL request for the Requested Information unless the County determines that the Requested Information is clearly not protected from disclosure under the RTKL.
- 54.6. If the Vendor fails to provide the Requested Information within the time period required by these provisions, the Vendor shall indemnify and hold the County harmless for any damages, penalties, costs, detriment or harm that the County may incur as a result of the Vendor’s failure, including any statutory damages assessed against the County.
- 54.7. The County will reimburse the Vendor for any costs associated with complying with these provisions only to the extent allowed under the fee schedule established by the Office of Open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable.
- 54.8. The Vendor may file a legal challenge to a decision by the County to release a record to the public with the Office of Open Records, or in the Pennsylvania Courts, however, the Vendor

ATTACHMENT A – PROPOSED FORM OF AGREEMENT AND GENERAL CONDITIONS

shall indemnify the County for any legal expenses incurred by the County as a result of such a challenge and shall hold the County harmless for any damages, penalties, costs, detriment or harm that the County may incur as a result of the Vendor's failure, including any statutory damages assessed against the County, regardless of the outcome of such legal challenge. As between the parties, the Vendor agrees to waive all rights or remedies that may be available to it as a result of the County's disclosure of Requested Information pursuant to the RTKL.

- 54.9. The Vendor's duties relating to the RTKL are continuing duties that survive the expiration of the Agreement and shall continue as long as the Vendor has Requested Information in its possession.

55. Federal and State Audit Requirements

- 55.1. Vendor must comply with all federal and state audit requirements including: the Single Audit Act, as amended, 31 U.S.C. 7501 *et seq*; 2 CFR 200 Subpart F, Audits of States, Local Government and Non-Profit Organizations, as amended; and any other applicable law or regulation and any amendment to such other applicable law or regulation which may be enacted or promulgated by the state or federal government.
- 55.2. If the Vendor expends total federal awards of \$750,000 or more during its fiscal year, received either directly from the federal government or indirectly from a recipient of federal funds, Vendor is required to have an audit made in accordance with the provisions of 2 CFR 200 Subpart F.
- 55.3. If the Vendor expends total federal awards of less than \$750,000 during its fiscal year, it is exempt from these audit requirements but is required to maintain auditable records of federal and any state funds which supplement such awards and to provide access to such records by federal and state agencies or their designees.
- 55.4. In the event an audit is required, the Vendor is responsible for obtaining the required audit and securing the services of a certified public accountant or other independent governmental auditor. The audit shall be completed, and the report submitted to the County no later than 90 days after the close of the agreement period.
- 55.5. In the event that an audit is performed that is not mandated by applicable federal laws or regulations, Vendor shall not charge its costs of the audit to federal funding streams.
- 55.6. Vendor shall maintain adequate and sufficiently detailed records of all the services provided pursuant to this Agreement to permit an evaluation of finances and performance, which records shall be open at all reasonable times for inspection by the County, federal, state and county agencies or their authorized representatives. The County and any competent federal, state or county agency or their authorized representatives shall have the right to inspect, audit and copy Vendor's records during normal business hours. The County shall provide five (5) days' notice to Vendor in the event of such an audit.
- 55.7. The County shall advise Vendor of any discrepancies in adherence to this Agreement. Vendor upon receipt of such notification hereby agrees to promptly correct any discrepancies to the satisfaction of the County.

ATTACHMENT A – PROPOSED FORM OF AGREEMENT AND GENERAL CONDITIONS

- 55.8. Vendor shall maintain and make available such books, records and documents related to this Agreement for seven (7) years from the termination of this Agreement, or until all disputes have been resolved to the satisfaction of the County or by final decision or judgment, or as otherwise required by applicable federal or state laws and regulations, whichever is greater.

56. Worker Protection and Investment

- 56.1. To the extent applicable, Vendor shall comply with Commonwealth of Pennsylvania Executive Order 2021-06, Worker Protection and Investment, and certify Vendor is in compliance with all applicable Pennsylvania state labor and workforce safety laws including:
- 56.1.1. Construction Workplace Misclassification Act;
 - 56.1.2. Employment of Minors Child Labor Act;
 - 56.1.3. Minimum Wage Act;
 - 56.1.4. Prevailing Wage Act;
 - 56.1.5. Equal Pay Law;
 - 56.1.6. Employer to Pay Employment Medical Examination Fee Act;
 - 56.1.7. Seasonal Farm Labor Act;
 - 56.1.8. Wage Payment and Collection Law;
 - 56.1.9. Industrial Homework Law;
 - 56.1.10. Construction Industry Employee Verification Act;
 - 56.1.11. Act 102: Prohibition on Excessive Overtime in Healthcare;
 - 56.1.12. Apprenticeship and Training Act; and,
 - 56.1.13. Inspection of Employment Records Law.
- 56.2. Vendor shall also certify compliance with Unemployment Compensation tax requirements and Workers' Compensation insurance requirements.
- 56.3. Vendor shall certify compliance with the aforementioned statutes by completing the "Worker Protection and Investment Certification Form BOP-2201, Attachment I", attached hereto and made a part of this Agreement.

57. Vendor's Commitments

Any written commitment or representation of Vendor made within the scope of this Agreement shall be binding upon Vendor and is hereby incorporated into this Agreement.

ATTACHMENT A – PROPOSED FORM OF AGREEMENT AND GENERAL CONDITIONS

58. Cooperation in Litigation

The Vendor shall cooperate fully with the County in any prosecution or defense of any litigations, claims, and threatened litigations. If County becomes involved in any matters involving litigation or threatened litigation against others not including Vendor, Vendor shall cooperate fully with County's efforts to dispose of such matters. Such cooperation shall include, but not be limited to, submission of information, attendance at meetings and appearance in court or before other judicial or quasijudicial bodies.

59. Membership Restrictions of Facilities

Funds awarded by this Agreement shall not be used to hold meetings, conferences, training sessions or other gatherings at any facility which excludes or restricts membership of individuals on account of race, color, religion, national origin, ancestry or gender.

60. Headings

All headings included for convenience only and shall not affect any construction or interpretation of this Agreement.

61. Entire Agreement

The governing terms and conditions of this Agreement are expressly limited to the terms and conditions contained in this Agreement and documents incorporated herein. This Agreement constitutes the complete integration of all oral and written documents, is the entire and final Agreement between the parties and may be amended only by a written instrument signed by authorized officials of both parties.

With the intent to be legally bound, authorized officials of each party have signed this Agreement on the dates written below. Each person signing this Agreement represents and warrants that such person is fully authorized to sign and enter into this Agreement on behalf of the Vendor named above his or her signature.

Both parties agree and acknowledge that electronic/facsimile signatures are binding to this Agreement.

County of Berks

Vendor

By: _____

By: _____

Name (printed): George M. Rodrigues

Name (printed): _____

Title: Director of Contracts and Procurement

Title: _____

Date: _____

Date: _____

ATTEST:

ATTEST:

By: _____

By: _____

Name (printed): Jennifer Rhoads

Name (printed): _____

Title: Senior Buyer

Title: _____

ATTACHMENT B – HIPAA BUSINESS ASSOCIATE AGREEMENT

HIPAA BUSINESS ASSOCIATE AGREEMENT

This HIPAA Business Associate Agreement (this “Agreement”) dated _____, 2026, is by and between the **County of Berks** located at 633 Court Street, 13th Floor, Services Center, Reading, Pennsylvania 19601 (“Covered Entity”) and **Vendor Name** located at Vendor Address (“Business Associate”) related to the work to be performed as described below (Covered Entity and Business Associate, each a “Party” and collectively, the “Parties”).

BACKGROUND

- I. Covered Entity has engaged Business Associate for the administration and operation of a Workforce Development Opportunity program partnership with the One Stop Operator of the Pennsylvania CareerLink® Berks County as further detailed in RFP #26-17-JRAA (hereafter, the “BA Services Contract”), in providing certain functions and activities for and on behalf of Covered Entity (the “BA Services”).
- II. Covered Entity wishes to disclose information to Business Associate pursuant to the terms of this Agreement, some of which may constitute Protected Health Information (“PHI”), including electronic protected health information (“e-PHI”) (PHI and e-PHI are, collectively, referred to hereinafter as “Covered Entity’s PHI”) in order for Business Associate to perform the BA Services.
- III. Covered Entity and Business Associate intend to protect the privacy and provide for the security of PHI disclosed to Business Associate in connection with the BA Services Contract and pursuant to this Agreement in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“Original HIPAA”), as amended by the Health Information Technology for Economic and Clinical Health Act (“HITECH”, and collectively with Original HIPAA, the “HIPAA Statute”), along with regulations promulgated by the Secretary of the Department of Health and Human Services (“HHS”) under the HIPAA Statute, including the “Privacy Rule” (45 CFR Parts 160 and 164, Subparts A and E) and the “Security Rule” (45 CFR Part 160 and 164, Subparts A and C), as amended by the “Omnibus Rule” (45 CFR Part 160, Subparts A, B, C and D and Part 164, Subparts A and C) (the Privacy Rule, the Security Rule and the Omnibus Rule, collectively the “HIPAA Rules”), as well as any other applicable laws concerning the privacy and security of health information. Hereinafter, the HIPAA Rules and the HIPAA Statute may be collectively referred to as “HIPAA”.
- IV. Under HIPAA, Covered Entity must document the required satisfactory assurances through a written agreement with Business Associate that meets the applicable requirements of HIPAA, as well as incorporate into such agreement those requirements under HITECH that relate to privacy or security and are applicable to Business Associate, and the Parties now wish to enter into the Agreement in order to comply with such requirement and to set forth more specifically each Party’s respective obligations in connection therewith.

In consideration of the mutual promises below and the exchange of information provided for herein, the Parties agree as follows:

TERMS

- A. Incorporation of Background. The “Background” paragraphs set forth above are incorporated herein and made a part of the terms of this Agreement as if set forth herein in full.

ATTACHMENT B – HIPAA BUSINESS ASSOCIATE AGREEMENT

- B. Effective Date. Except as specifically stated otherwise in this Agreement, the Effective Date shall be the date that first appears above in the introductory paragraph to this Agreement.
- C. Definitions. Any capitalized terms not otherwise specifically defined in this Agreement shall have the meanings ascribed to them in HIPAA.
- D. Obligations of Covered Entity. Covered Entity shall be responsible for using appropriate safeguards to maintain and ensure the confidentiality, privacy and security of Covered Entity's PHI transmitted to Business Associate pursuant to this Agreement, in accordance with the standards and requirements of HIPAA, until such PHI is received by Business Associate.
- E. Obligations of Business Associate.
- 1) Permitted Uses and Disclosures. Business Associate may use and/or disclose any and all of Covered Entity's PHI received by Business Associate from Covered Entity, or created or obtained by Business Associate on behalf of Covered Entity as follows:
 - a) Purpose: Business Associate may use Covered Entity's PHI to provide or perform the BA Services, as set forth in the BA Services Contract, as permitted by and in accordance with this Agreement, HIPAA, and all other applicable federal or state laws. Business Associate may not use or disclose Covered Entity's PHI in a manner that would violate HIPAA if done by Covered Entity, this Agreement, or applicable law.
 - b) Type of Information: Business Associate may use and/or disclose only the minimum necessary amount of Covered Entity's PHI needed for Business Associate to perform the BA Services in a manner consistent with Covered Entity's minimum necessary policies and procedures and any minimum necessary standards and guidance released by HHS pursuant to HIPAA.
 - c) Scope of Use: Business Associate may use and further disclose Covered Entity's PHI to the extent permitted by and in accordance with this Agreement, HIPAA, or as otherwise required by law.
 - d) Use for Management and Administration: Business Associate may use Covered Entity's PHI for the proper management and administration of Business Associate, if such disclosure is necessary (1) for the proper management and administration of Business Associate or (2) to carry out the legal responsibilities of Business Associate.
 - e) Disclosure for Management and Administration: Business Associate may disclose Covered Entity's PHI for the proper management and administration of Business Associate if:
 1. the disclosure is required by law, or
 2. Business Associate obtains from such third party a written agreement:
 - (i) that Covered Entity's PHI will be held confidentially and in compliance with HIPAA, and used or further disclosed only as

ATTACHMENT B – HIPAA BUSINESS ASSOCIATE AGREEMENT

required by law or for the purpose for which it was disclosed to such third party; and

- (ii) to notify Business Associate, without unreasonable delay, of any instances of which such third party becomes aware of a Breach that compromises the confidentiality of Covered Entity's PHI.

In no event, however, shall Business Associate disclose Covered Entity's PHI for the foregoing purposes to any such third party not within the borders and jurisdiction of the United States of America without the prior written consent of Covered Entity, which may be withheld in Covered Entity's sole and unfettered discretion.

- f) Uses or Disclosures Requiring Prior Authorization: Business Associate agrees and understands that, except as expressly provided in this Agreement, or permitted under HIPAA, and state law, it shall not use or disclose Covered Entity's PHI to any other person or entity without first having received a HIPAA-compliant authorization. Business Associate shall retain a copy of each authorization obtained, and the information provided in response to the authorization, for six (6) years.
 - g) Nondisclosure: Business Associate shall not use or further disclose Covered Entity's PHI other than as permitted or required by this Agreement, or as otherwise required or permitted by law.
 - h) Compliance with Privacy Rule and Security Rule: To the extent Business Associate is to carry out a function or obligation of Covered Entity with respect to the Privacy Rule or Security Rule, Business Associate shall comply with the requirements of such subparts that apply to the Covered Entity in the performance of such obligation.
- 2) Business Associate's Agents. Business Associate shall ensure that any agent to whom it provides Covered Entity's PHI agrees in writing to comply with all HIPAA requirements that apply to Business Associate and with the terms and the restrictions of this Agreement with respect to such PHI, and to ensure that any subcontractor of agent agrees to such additional terms and restrictions as may be necessary to allow Business Associate to meet its obligations under this Agreement including, but not limited to, the terms and conditions set forth in Paragraph E, Section 8, hereof. In connection therewith, Business Associate agrees to indemnify, defend and hold Covered Entity harmless from and against any and all penalties, claims, fines, losses, liabilities, costs and other expenses, including court costs and reasonable attorneys' fees and disbursements, incurred as a result of, or arising directly or indirectly out of or in connection with any claims, demands, awards, judgments, actions and proceedings made by any person or organization arising out of or in any way connected with the Business Associate's agent's documentation, disclosure, use, handling, control or maintenance of Covered Entity's PHI.
- 3) Prohibited Uses and Disclosures.
- a) Prohibition on "Sale" of PHI and "Marketing". Business Associate shall not directly or indirectly accept remuneration in exchange for using or disclosing any

ATTACHMENT B – HIPAA BUSINESS ASSOCIATE AGREEMENT

of Covered Entity's PHI, including in de-identified form, except Business Associate may accept such remuneration from Covered Entity in exchange for services or functions performed pursuant to this Agreement. Business Associate shall not use or disclose Covered Entity's PHI for Marketing except for or on behalf of Covered Entity with Covered Entity's express written consent and the individual's Authorization.

- b) *All Other Uses Strictly Prohibited.* Business Associate is strictly prohibited from using or disclosing Covered Entity's PHI in any other manner except as expressly permitted under this Agreement, including, but not limited to, manipulating or otherwise converting such information to de-identified format, even if any such use or disclosure is otherwise permitted under HIPAA, unless Covered Entity agrees in advance in writing.

4) Security Safeguards.

- a) *General.* Business Associate shall have in place reasonable and appropriate safeguards to provide for the security of Covered Entity's PHI and prevent use or disclosure of Covered Entity's PHI other than as provided for by this Agreement in accordance with the Security Rule and other applicable laws, including administrative, technical and physical safeguard standards as set forth in § 164.308, § 164.310, § 164.312 of the Security Rule:

1. *Compliance with Security Rule.* Business Associate shall comply with the requirements of the Security Rule at all times with respect to Covered Entity's PHI.
2. *Administrative and Other Safeguards.* Business Associate shall implement and maintain a written security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of Business Associate's operations and the nature and scope of its activities and as reasonably necessary for Business Associate to comply with applicable provisions of the Security Rule, including but not limited to all "Required" and "Addressable" Implementation Scope of work.
3. *Documentation.* Business Associate shall maintain written or electronic policies and procedures developed to comply with the Security Rule. If any action, activity or assessment is required under the Security Rule to be documented, Business Associate shall maintain a written (or electronic) record of the same, and retain a copy and make it available to Covered Entity upon request for a period of six (6) years from the date of its creation, or the date when it last was in effect, whichever is later.
4. *HHS Guidance.* Business Associate shall implement and comply with all requirements set forth in any guidance concerning business associate's compliance with the Security Rule that may be issued by HHS pursuant to HIPAA.

- b) *Security Breach Notification.*

ATTACHMENT B – HIPAA BUSINESS ASSOCIATE AGREEMENT

1. General. Business Associate shall comply with the standards and requirements under the Breach Notification Laws, which for purposes of this Agreement include, collectively, the provisions relating to breach as set forth in HITECH and its related Rules for Breach Notification for Unsecured Protected Health Information (45 CFR Parts 160 and 164), as may be amended in the future, and in the Pennsylvania Breach of Personal Information Notification Act, and its related regulations, as may be amended from time to time.
2. Encryption. Business Associate shall encrypt Covered Entity's PHI when maintained by Business Associate (i.e., "at rest") and when transmitted by Business Associate (i.e., "in transit") to render it unusable, unreadable and/or indecipherable, including any and all of Covered Entity's PHI that Business Associate accesses, maintains, retains, modifies, records, stores, destroys, or otherwise holds, uses, transmits or discloses for or on behalf of Covered Entity pursuant to this Agreement. If the Parties otherwise mutually agree that it is not reasonable or possible for Business Associate to encrypt Covered Entity's PHI, then Business Associate shall implement reasonable alternative security methods, as agreed to by Covered Entity in its sole and unfettered discretion, to safeguard Covered Entity's PHI.
3. Business Associate's Obligations in the Event of a Security Incident or Breach.
 - (i) Reporting Security Incidents and Breaches. Business Associate shall promptly report to Covered Entity's Privacy Officer and/or Security Officer, or their respective designee, either in person or by telephone at a number to be provided by Covered Entity, any Breach or Security Incident, as such terms are defined by HIPAA, that has or may result in the unauthorized use or disclosure of Covered Entity's PHI, and in no case later than seventy-two (72) hours from the date of actual or constructive discovery by Business Associate.
 - (ii) Discovery of Breach. In accordance with 45 C.F.R. §164.402, any acquisition, access, use or disclosure of PHI in a manner not permitted under the Privacy Rule is presumed to be a Breach. For purposes of this Agreement, a Breach shall be deemed "discovered" by Business Associate as of the first day on which such Breach is actually known to any person, other than the individual committing the Breach, that is an employee, officer, or other agent of Business Associate, or if such Breach should reasonably have been known to Business Associate to have occurred, including but not limited to notification provided to Business Associate by a subcontractor of a Breach. Business Associate shall take all commercially reasonable steps (e.g., audits; hotlines; technological tools, etc.) to allow it to discover Breaches and Security Incidents involving Covered Entity's PHI.

ATTACHMENT B – HIPAA BUSINESS ASSOCIATE AGREEMENT

- (iii) No Delay for Risk Assessment. Business Associate shall not delay Breach or Security Incident reporting to Covered Entity on the basis of there being a pending determination of whether the incident may result in a “low probability” that Covered Entity’s PHI was compromised under the Breach Notification Laws. Covered Entity has the sole and unfettered right to make any and all risk assessment determinations, and Business Associate shall cooperate with investigations if requested by Covered Entity in order for Covered Entity to comply with its obligations under HIPAA.
- (iv) Assistance and Cooperation. Business Associate shall provide Covered Entity with such information as may be required for Covered Entity to appropriately determine whether an incident is a Security Incident or Breach and provide such notification as may be required under the Breach Notification Laws. Business Associate agrees to assist and cooperate with Covered Entity as needed for Covered Entity and Business Associate to fully comply with the Breach Notification Laws. If Business Associate is the direct or indirect cause of a Breach of Covered Entity’s PHI, including any of Business Associate’s employees, owners, directors, managers, subcontractors, agents, independent contractors, or affiliates, Business Associate shall provide Covered Entity, at Business Associate’s sole cost, administrative support and other resources as may be requested by Covered Entity in order to furnish written notices to individuals affected by the Breach and otherwise comply with the Breach Notification Laws. In the event that Business Associate does not provide such requested assistance and resources in a timely manner, as determined by Covered Entity in its sole and unfettered discretion, then Business Associate shall reimburse Covered Entity for all reasonable and actual costs and expenses (e.g., postage; supplies; administrative staff time, etc.) incurred by Covered Entity in its efforts to comply with the Breach Notification Laws.
- (v) Indemnification for Failures to Discover or Report Breaches. Business Associate shall defend, indemnify and hold harmless Covered Entity and each of its owners, officers, directors, managers, employees, agents and subcontractors (“Covered Entity Affiliates”) from and against any and all penalties, claims, fines, losses, liabilities, damages, costs and expenses (including reasonable attorneys’ fees and expenses) incurred by Covered Entity or any Covered Entity Affiliates arising out of or in connection with Business Associate’s negligent failure to (a) discover a Breach, (b) timely notify Covered Entity of a Breach that is known or should have been known to Business Associate or (c) otherwise comply with Business Associate’s obligations under the Breach Notification Laws and this Agreement.

ATTACHMENT B – HIPAA BUSINESS ASSOCIATE AGREEMENT

- 5) Requested Restrictions. Business Associate acknowledges that Covered Entity is required under § 13405(a) of HITECH to comply with an individual's requested restriction regarding his or her PHI (unless the disclosure is otherwise required by law) if:
- a) the disclosure is to a health plan only for purposes of carrying out payment or health care operations (but not treatment); and
 - b) Covered Entity's PHI pertains solely to a health care item or service for which Covered Entity has been paid out-of-pocket in full by the individual or the individual's representative.

Business Associate shall comply with any such requested restriction that applies to Business Associate's further use or disclosure of Covered Entity's PHI and of which Business Associate is made aware.

- 6) Availability of Information to Covered Entity. Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill Covered Entity's obligations to provide access to, provide a copy of, and account for disclosures with respect to Covered Entity's PHI pursuant to HIPAA, including, but not limited to, 45 CFR § 164.524, and making available PHI maintained in an electronic designated record set in an electronic form and format as requested by the individual if readily producible. Nothing in this provision shall be construed to preclude or limit Business Associate's obligations under the law, specifically with respect to the provision of access to individuals of their PHI and the provision of an accounting of disclosures to individuals of their PHI.
- 7) Amendment of PHI. Business Associate shall make Covered Entity's PHI available to Covered Entity as Covered Entity may require to fulfill Covered Entity's obligations to amend Covered Entity's PHI pursuant to HIPAA, including, but not limited to, 45 CFR § 164.526, and Business Associate shall, as directed by Covered Entity, incorporate any amendments to Covered Entity's PHI into copies of such PHI maintained by Business Associate. Nothing in this provision shall be construed to preclude or limit Business Associate's obligations under the law, specifically with respect to the amendment of Covered Entity's PHI by Business Associate.
- 8) Business Associate's Subcontractors.
- a) Subcontractor Agreement. Business Associate shall not transmit Covered Entity's PHI to any Subcontractor or prospective Subcontractor except as otherwise provided herein. In accordance with the Omnibus Rule, Business Associate shall enter into a written subcontractor agreement (the "Subcontractor Agreement") with any Subcontractor that creates, receives, maintains, or transmits Covered Entity's PHI on behalf of Business Associate. In the event that Business Associate knows of a pattern of activity or practice of a Subcontractor that constitutes a material breach or violation of the Subcontractor's obligation under the Subcontractor Agreement or other arrangements, Business Associate shall notify Covered Entity and take reasonable steps to cure such breach or end the violation, as applicable, to Covered Entity's satisfaction and, if such steps prove unsuccessful, terminate the Subcontractor Agreement or other arrangements, if feasible. A Subcontractor Agreement shall contain, among other things, the following:

ATTACHMENT B – HIPAA BUSINESS ASSOCIATE AGREEMENT

1. the agreement of Subcontractor to comply as to Covered Entity's PHI with the same restrictions and conditions that apply to Business Associate under this Agreement;
 2. Subcontractor shall, in accordance with HIPAA, use and disclose only the minimum amount of Covered Entity's PHI necessary for Subcontractor to perform its services under its agreement with Business Associate;
 3. Subcontractor shall abide by all Minimum Necessary standards when using and disclosing Covered Entity's PHI;
 4. if Subcontractor is an agent of Business Associate, Subcontractor shall not transmit Covered Entity's PHI to any third party or prospective Subcontractor without the prior review or approval by Business Associate of such third party or prospective Subcontractor and/or as otherwise provided in the Subcontractor Agreement;
 5. Subcontractor shall use or disclose Covered Entity's PHI only as permitted or required by the Subcontractor Agreement or as required by law;
 6. Subcontractor shall not use or disclose Covered Entity's PHI in a manner that would violate the requirements of HIPAA or the Omnibus Rule if done by Covered Entity; and
 7. Covered Entity shall be expressly included as a third-party beneficiary to the Subcontractor Agreement and shall be afforded, without limitation, all rights and benefits associated therewith.
- b) Foreign Entities. Business Associate shall not disclose any of Covered Entity's PHI to a subcontractor not within the borders and jurisdiction of the United States of America without prior written consent of Covered Entity which may be withheld in Covered Entity's sole and unfettered discretion.
- 9) Internal Practices. Business Associate shall make its internal practices, books and records relating to the use and disclosure of Covered Entity's PHI available to the HHS for purposes of determining Covered Entity's compliance with HIPAA.
- 10) Accounting of Disclosures. Business Associate shall maintain and make available documentation as required under § 164.528 of the Privacy Rule to allow Covered Entity to respond to an individual's request for an accounting of disclosures by Business Associate. Business Associate shall provide such information as may be necessary in order for Covered Entity to respond to an individual's request for an accounting of disclosures as required by 45 C.F.R. § 164.528, as modified by HIPAA and its implementing accounting of disclosure rules and regulations.
- F. State Law. Business Associate shall comply with any provision or requirement concerning privacy or security of information under Pennsylvania law that is more stringent than a similar provision or requirement under HIPAA or this Agreement.

ATTACHMENT B – HIPAA BUSINESS ASSOCIATE AGREEMENT

- G. Red Flags Rule. With respect to Business Associate's access to, use or handling of information in connection with Covered Entity's "Covered Accounts" (as defined under the Federal Trade Commission's Red Flags Rule (the "Red Flags Rule") and identified by Covered Entity), Business Associate shall, as of the Effective Date of this Agreement:
- 1) Implement reasonable administrative, physical and technical policies and procedures to detect, prevent and mitigate the risk of identity theft at Business Associate;
 - 2) Cooperate with and take such steps as are reasonably necessary to assist Covered Entity with compliance with its Identity Theft Prevention Program; and
 - 3) Promptly report to Covered Entity any specific Red Flags, as identified in Covered Entity's Red Flag policies, which Business Associate detects, and, as appropriate, respond to, or reasonably assist Covered Entity in responding to, such Red Flags in accordance with Covered Entity's policies and procedures.
- H. Audits, Inspection and Enforcement. Covered Entity may, upon reasonable notice, inspect the facilities, systems, books and records of Business Associate to monitor compliance with this Agreement. Business Associate shall promptly remedy any violation of any term of this Agreement and notify Covered Entity of the outcome.
- I. Termination.
- 1) Noncompliance. If either Party notifies (the "Notifying Party") the other Party regarding an activity or practice that constitutes a material breach or violation of such other Party's obligation under this Agreement, HIPAA or any other applicable laws concerning the privacy and security of health information (the "Breaching Party"), and such Breaching Party does not take reasonable steps to or otherwise does not successfully cure the breach or end the violation, as applicable, within a reasonable timeframe as agreed to by the Parties, the Notifying Party is permitted to the extent feasible, terminate this Agreement and the BA Services Contract. The foregoing is not intended to, and does not, limit any other remedy which may be available to the Notifying Party hereunder or as a matter of law.
 - 2) Judicial or Administrative Proceedings. Either Party may terminate this Agreement and the BA Services Contract, effective immediately, if:
 - a) the other Party is named as a defendant in a criminal proceeding for a violation of HIPAA; or
 - b) a finding or stipulation that the other Party has violated any standard or requirement of HIPAA or other security or privacy law is made in any administrative or civil proceeding in which the Party has been joined.
 - 3) Effect of Termination. Upon termination of the BA Services Contract for any reason, Business Associate shall return to Covered Entity and destroy all of Covered Entity's PHI that Business Associate still maintains in any form, and shall retain no copies of such PHI, or if return or destruction is not feasible, Business Associate agrees, at Covered Entity's reasonable expense, to continue to extend the protections of this Agreement to such

ATTACHMENT B – HIPAA BUSINESS ASSOCIATE AGREEMENT

information, and limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible.

- J. Indemnification. Business Associate shall indemnify, hold harmless and defend Covered Entity from and against any and all penalties, claims, fines, losses, liabilities, costs and other expenses, including court costs and reasonable attorneys' fees and disbursements, incurred as a result of, or arising directly or indirectly out of or in connection with:
- 1) any misrepresentation, breach of warranty or non-fulfillment of any undertaking by Business Associate under this Agreement; and
 - 2) any claims, demands, awards, judgments, actions and proceedings made by any person or organization arising out of or in any way connected with Business Associate's performance under this Agreement.
- K. Disclaimer. Covered Entity makes no warranty or representation that compliance by Business Associate with this Agreement or HIPAA will be adequate or satisfactory for Business Associate's own purposes or that any information in Business Associate's possession or control, or transmitted or received by Business Associate, is or will be secure from unauthorized use or disclosure. Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of PHI.
- L. Amendment. The Parties acknowledge that state and federal laws relating to electronic data security and privacy are rapidly evolving and that amendment of this Agreement may be required to provide for procedures to ensure compliance with such developments. The Parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA and other applicable laws relating to the security or confidentiality of PHI. The Parties understand and agree that Covered Entity must receive satisfactory written assurance from Business Associate that Business Associate will adequately safeguard all PHI that it receives or creates pursuant to the delivery of the BA Services and this Agreement. Upon either Party's request, both Parties agree to promptly enter into negotiations concerning the terms of an amendment to this Agreement embodying written assurances consistent with the standards and requirements of HIPAA or other applicable laws. Either Party may terminate the BA Services upon thirty (30) days' written notice in the event:
- 1) the other Party does not promptly enter into negotiations to amend this Agreement when requested by a Party pursuant to this Section; or
 - 2) the other Party does not enter into an amendment to this Agreement providing assurances regarding the safeguarding of PHI sufficient to satisfy the standards and requirements of HIPAA.
- M. No Third-Party Beneficiaries. Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than Covered Entity, the Covered Entity Affiliates and Business Associate and their respective heirs, representatives, successors and assigns, any rights, remedies, obligations or liabilities whatsoever, whether as creditor beneficiary, donor beneficiary or otherwise.
- N. Independent Contractor. Nothing contained herein shall be deemed or construed by the Parties hereto or by any third party as creating the relationship of employer and employee, principal and

ATTACHMENT B – HIPAA BUSINESS ASSOCIATE AGREEMENT

agent, partners, joint venturers or any similar relationship, between the Parties hereto. Covered Entity and Business Associate acknowledge and agree that Business Associate is an independent contractor and not an agent of Covered Entity, and Business Associate shall be solely liable for the payment of all income, unemployment, workers compensation, Social Security insurance or similar taxes or assessments on the fees or other remuneration paid or to be paid to Business Associate by Covered Entity.

O. Miscellaneous.

- 1) Entire Agreement. This Agreement supersedes all previous agreements between Covered Entity and Business Associate and contains the entire understanding and agreement between the Parties with respect to the subject matter hereof.
- 2) Headings. The headings in this Agreement are for convenience of reference only and shall not be used to interpret or construe its provisions.
- 3) Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the Commonwealth of Pennsylvania without regard to conflicts of laws principles.
- 4) Binding Effect. This Agreement shall be binding upon, and inure to the benefit of, each Party hereto and their respective successors and assigns.
- 5) Mutual Negotiation. Each and every provision of this Agreement has been mutually negotiated, prepared and drafted and, in connection with the construction of any provisions hereof, no consideration shall be given to the issue of which Party actually prepared, drafted, requested or negotiated any provision of this Agreement, or its deletion.
- 6) Notices. All notices, demands and other communications to be made hereunder (“Notice”) shall be given in writing and shall be deemed to have been duly given if personally delivered or sent by confirmed facsimile transmission, recognized overnight courier service which provides a receipt against delivery, or certified or registered mail, postage prepaid, return receipt requested, to the other Party at the address set forth in the first paragraph of this Agreement. Notice shall be deemed effective, if personally delivered, when delivered; if sent by confirmed facsimile transmission, when sent; if sent via overnight delivery, on the first business day after being sent, and if mailed, at midnight on the third business day after deposit in the U.S. mail.
- 7) Modification. This Agreement may be amended, superseded, terminated or extended, and the terms hereof may be waived, only by a written instrument signed by all of the Parties or, in the case of a waiver, signed by the Party waiving compliance.
- 8) Preservation of Rights. No delay on the part of any Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any waiver on the part of any Party of any such right, power or privilege, nor any single or partial exercise of any right, power or privilege, preclude any further exercise thereof or the exercise of any other such right, power or privilege. The rights and remedies herein provided are cumulative and are not exclusive of any rights or remedies that any Party may otherwise have at law, in equity or otherwise.

ATTACHMENT B – HIPAA BUSINESS ASSOCIATE AGREEMENT

- 9) Provisions Severable. The provisions of this Agreement are independent of and severable from each other. No provisions will be affected or rendered invalid or unenforceable by virtue of the fact that for any reason any one or more of any of the provisions hereof may be invalid or unenforceable in whole or in part.
- 10) Counterparts. This Agreement may be executed by the Parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of a number of copies hereof each signed by less than all, but together signed by all of the Parties hereto.
- 11) Interpretation. The Parties agree that any ambiguity in this Agreement shall be resolved in favor of a meaning that complies and is consistent with HIPAA.
- 12) Survival. Any provision of this Agreement that, by its nature, is intended to survive the termination or expiration of this Agreement and/or the BA Services Contract shall survive the termination or expiration of this Agreement and/or the BA Services Contract, including, but not limited to, Paragraph E, Sections (1)(f), (2), (4)(b)(3), (9), and (10), Paragraph I, Section (3), and Paragraph J.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the Parties hereto have duly executed this Agreement on the day and year below written:

COVERED ENTITY:

BUSINESS ASSOCIATE:

COUNTY OF BERKS

VENDOR NAME

By: _____

By: _____

Print Name: George M. Rodrigues

Print Name: _____

Title: Director of Contracts and Procurement

Title: _____

Date: _____

Date: _____

ATTEST:

ATTEST:

By: _____

By: _____

Name (printed): Jennifer Rhoads

Name (printed): _____

Title: Senior Buyer

Title: _____

ATTACHMENT C – NON-COLLUSION AFFIDAVIT FORM

INSTRUCTIONS FOR NON-COLLUSION AFFIDAVIT

1. This Non-Collusion Affidavit is material to any Agreement pursuant to a Proposal. According to the Pennsylvania Antirigging Act, 62 Pa. C.S.A. § 4501 et seq., governmental agencies may require Non-Collusion Affidavits to be submitted together with Proposals, such as the Proposal submitted by the Proposer.
2. This Non-Collusion Affidavit must be executed by the member officer, or employee of the Proposer who is authorized to legally bind the Proposer.
3. Proposal rigging and other efforts to restrain competition, and the making of false sworn statements in connection with the submission of bids are unlawful and may be subject to criminal prosecution. The person who signs the Affidavit should carefully examine it before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the Proposer with responsibilities for the preparation, approval or submission of the Proposal.
4. If the Proposal is submitted by a joint venture, each party to the venture must be identified in the Proposal documents, and a Non-Collusion Affidavit must be submitted separately on behalf of each party.
5. The term “complementary Proposal” as used in the Non-Collusion Affidavit has the meaning commonly associated with that term in the RFP process, and includes the knowing submission of a Proposal higher than the Proposal of another firm, any intentionally high or noncompetitive Proposal, and any form of Proposal submitted for the purpose of giving a false appearance of competition.
6. Failure to file a Non-Collusion Affidavit in compliance with these instructions will result in disqualification of the Proposal.

ATTACHMENT C – NON-COLLUSION AFFIDAVIT FORM

NON-COLLUSION AFFIDAVIT

State of _____

County of _____

_____, being first duly sworn, deposes and says that:

(1) He/She is _____
(Owner, Partner, Officer, Representative or Agent of Proposer)

of _____, the Proposer that
(Name of the Proposer)
has submitted the attached Proposal;

(2) He/She is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

(3) Such Proposal is genuine and is not a collusive or sham Proposal;

(4) Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer, firm or person to submit a collusive or sham Proposal or complementary Proposal in connection with the Contract for which the attached Proposal is submitted or to refrain from submitting in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication of conference with any other Proposer, firm or person to fix the price or prices in the attached Proposal or of any other Proposer, or to fix any overhead, profit or cost element of the prices in the Proposal or the price of any other Proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the County of Berks or any person interested in the proposed Agreement;

(5) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant; and,

(6) Neither the said Proposer nor any of its officers, partners, owners, agents or parties in interest, have any interest, present or prospective, that can be reasonably construed to result in a conflict of interest between them and the County of Berks, which the Proposer will be required to perform.

ATTACHMENT C – NON-COLLUSION AFFIDAVIT FORM

I state that _____ understands
(Name of Proposer)

and acknowledges that the above representations are material and important and will be relied on by the County of Berks in awarding the Agreement for which the Proposal is submitted. I understand and the Proposer understands that any misstatement in this Non-Collusion Affidavit is and shall be treated as fraudulent concealment from the County of Berks of the true facts relating to the submission of proposals for this Agreement.

Name: _____

By: _____
Authorized Signatory

Title: _____
President or Vice President

SWORN TO AND SUBSCRIBED
BEFORE ME THIS _____ DAY
OF _____, 2026

Notary Public

My Commission Expires: _____

ATTACHMENT D – FINANCIAL STATUS REPORT (FSR) TEMPLATE

Berks County Workforce Development Board Financial Status Report (FSR)

Email signed form and all supporting documents with cover sheets to: WDB Fiscal Manager

Part 1

Contractor Name:	Contractor Name
Address:	Address
Program Name:	Program Name
Contract Number (PC # or ICA #):	Contract Number
Reporting Period (MMM-YY):	Jul-26

Part 2

	Monthly Expenditures	Cumulative Expenditures	Approved Budget	Budget Remaining	% of Budget Remaining
Administration					
01. Staff Salaries & Fringe Benefits				\$0.00	#DIV/0!
02. Materials & Supplies*				\$0.00	#DIV/0!
03. Indirect Costs				\$0.00	#DIV/0!
04. Operating Costs				\$0.00	#DIV/0!
05. Other Costs				\$0.00	#DIV/0!
Total Administration Costs	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!

Program

01. Staff Salaries & Fringe Benefits				\$0.00	#DIV/0!
02. Staff Travel & Conference Expenses*				\$0.00	#DIV/0!
03. Materials & Supplies*				\$0.00	#DIV/0!
04. Non-Expendable Property*				\$0.00	#DIV/0!
05. Rental of Space				\$0.00	#DIV/0!
06. Indirect Costs				\$0.00	#DIV/0!
07. Profit				\$0.00	#DIV/0!
08. Operating Costs				\$0.00	#DIV/0!
09. Other Costs				\$0.00	#DIV/0!
10. Incentives				\$0.00	#DIV/0!
11. Supportive Services				\$0.00	#DIV/0!
Total Program Costs	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!

Training

01. Tuition/ Individual Training Accounts (ITAs)				\$0.00	#DIV/0!
02. On-the-Job Training (OJTs)				\$0.00	#DIV/0!
03. Apprenticeship Training				\$0.00	#DIV/0!
04. Incumbent Worker Training (IWT)				\$0.00	#DIV/0!
05. Customized Training				\$0.00	#DIV/0!
06. Transitional Employment				\$0.00	#DIV/0!
07. Other Training Expenses				\$0.00	#DIV/0!
Total Training Costs	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!

Work Experience

01. Participant Wage & Fringe Benefits				\$0.00	#DIV/0!
02. Work Experience Fee				\$0.00	#DIV/0!
03. Staff Salaries & Fringe Benefits				\$0.00	#DIV/0!
04. Staff Travel & Conference Expenses*				\$0.00	#DIV/0!
05. Operating Costs				\$0.00	#DIV/0!
06. Other Costs				\$0.00	#DIV/0!
07. Incentives				\$0.00	#DIV/0!
08. Supportive Services				\$0.00	#DIV/0!
Total Work Experience Costs	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!

Grand Total: **\$0.00** **\$0.00** **\$0.00** **\$0.00** **#DIV/0!**

Signature:	
Title:	
Date:	
Phone Number:	

Contractor Name
Program Name
Jul-26

EMPLOYEE NAME	TITLE	TOTAL MONTHLY WAGES	PREVIOUS PAYROLL ACCRUAL (REVERSAL)	CURRENT PAYROLL ACCRUAL (ADDITION)	TOTAL PAYROLL CHARGES	FRINGE RATE	FRINGE CHARGES	Total Payroll and Fringe Benefits
					\$0.00			\$0.00
					\$0.00			\$0.00
					\$0.00			\$0.00
					\$0.00			\$0.00
					\$0.00			\$0.00
					\$0.00			\$0.00
					\$0.00			\$0.00
					\$0.00			\$0.00
					\$0.00			\$0.00
					\$0.00			\$0.00
Total Administration Wages & Fringe Costs:					\$0.00		\$0.00	\$0.00

		TOTAL MONTHLY WAGES	PREVIOUS PAYROLL ACCRUAL (REVERSAL)	CURRENT PAYROLL ACCRUAL (ADDITION)	TOTAL PAYROLL CHARGES	FRINGE RATE	FRINGE CHARGES	Total Payroll and Fringe Benefits
EMPLOYEE NAME	TITLE							
					\$0.00			\$0.00
					\$0.00			\$0.00
					\$0.00			\$0.00
					\$0.00			\$0.00
					\$0.00			\$0.00
					\$0.00			\$0.00
					\$0.00			\$0.00
					\$0.00			\$0.00
					\$0.00			\$0.00
					\$0.00			\$0.00
					\$0.00			\$0.00
					\$0.00			\$0.00
					\$0.00			\$0.00
					\$0.00			\$0.00
					\$0.00			\$0.00
					\$0.00			\$0.00
Total Program Wages & Fringe Costs:					\$0.00		\$0.00	\$0.00

	TOTAL MONTHLY WAGES	PREVIOUS PAYROLL ACCRUAL (REVERSAL)	CURRENT PAYROLL ACCRUAL (ADDITION)	Total Payroll and Fringe Benefits
EMPLOYEE NAME	TITLE			
			\$0.00	\$0.00
			\$0.00	\$0.00
			\$0.00	\$0.00
			\$0.00	\$0.00
			\$0.00	\$0.00
			\$0.00	\$0.00
			\$0.00	\$0.00
			\$0.00	\$0.00
			\$0.00	\$0.00
			\$0.00	\$0.00
			\$0.00	\$0.00
			\$0.00	\$0.00
Total Work Experience Program Wages & Fringe Costs:				\$0.00
				\$0.00

03. Staff Travel & Conference Expenses

Grand Total:	\$0.00
---------------------	---------------

03. Staff Travel & Conference Expenses

Grand Total:	\$0.00
---------------------	---------------

Note: The Grand Total must match the monthly column of the FSR and all supporting invoices must be included.

04. Materials & Supplies

Grand Total:	\$0.00
---------------------	---------------

04. Materials & Supplies

Grand Total:	\$0.00
---------------------	---------------

Note: The Grand Total must match the monthly column of the FSR and all supporting invoices must be included.

05. Non-Expendable Property

Grand Total:	\$0.00
---------------------	---------------

05. Non-Expendable Property

Grand Total:	\$0.00
---------------------	---------------

Note: The Grand Total must match the monthly column of the FSR and all supporting invoices must be included.

ATTACHMENT D – FINANCIAL STATUS REPORT (FSR) TEMPLATE

INSTRUCTIONS FOR COMPLETING THE FINANCIAL STATUS REPORT

INVOICE # - Enter the number of the invoice being submitted. This number is to be assigned by your office and should run in sequential order as invoices are submitted for payment.

PART I

Vendor - Enter the Vendor's name as it appears on your contract.

Reporting Period - Enter the month or date when the monthly expenditures being reported were incurred.

Address - Enter the name and full address where payment should be mailed.

Program Activity - Enter the Program Activity to which the expenses relate.

Contract Number - Enter the number as listed on your contract.

PART II

In this section, you will report the monthly and cumulative accrued expenditures and the approved and unspent budget amounts by each line item under the two (2) cost categories included in Part II: ADMINISTRATION and PROGRAM COSTS.

The monthly column will include accrued expenditures for the month and the amount of any prior period adjustments. The cumulative column will include all expenditures incurred from the beginning of the contract period up to and including the current date or month being reported.

The approved budget amounts can be obtained from the corresponding line item in the budget section of your contract. The unspent budget amount represents the funds available at the end of the current reporting period. This amount is calculated by subtracting cumulative expenditures from the approved budget.

The sum total of all line items under 01. ADMINISTRATION will be shown as the total 01. ADMINISTRATIVE COSTS. The same method is used to calculate the total PROGRAM COSTS. The total of 01. ADMINISTRATION and 02. PROGRAM COSTS will equal the GRAND TOTAL.

PART III

This section must be signed by the individual responsible for the information contained on the report.

The Financial Status Report is required to be submitted on a monthly basis. The report is due to the Berks County Employment and Training Office by the 9th day of the following the period being reported.

ATTACHMENT E – BUDGET SHEETS

Budget Cover Sheet

Complete the grant information below and the detailed budget pages starting with Page 3. The totals will automatically carry from the detailed budget pages to the Budget Summary Sheet and Budget Cover Sheet. All budget sheets including any blank sheets should be submitted with your proposal.

Note: This template should not be changed without WDB approval.

Contractor Name: _____

Program Name: **PROGRAM NAME** _____

State Date: _____ End Date: _____

01. Administrative _____ \$0.00

02. Program _____ \$0.00

03. Training _____ \$0.00

04. Work Experience _____ \$0.00

Budget Grand Total: \$0.00

CFDA Identifier (To Be Completed by Berks County WDB)

CFDA #	Total Budget

Grand Total: \$0.00

PROGRAM NAME

Budget Summary Sheet

Administration	
Cost Category	Budget
01. Staff Salaries & Fringe Benefits	\$0.00
02. Materials & Supplies	\$0.00
03. Indirect Costs	\$0.00
04. Operating Costs	\$0.00
05. Other Costs	\$0.00
Total Administration Budget	\$0.00
Program	
Cost Category	Budget
01. Staff Salaries & Fringe Benefits	\$0.00
02. Staff Travel & Conference Expenses	\$0.00
03. Materials & Supplies	\$0.00
04. Non-Expendable Property	\$0.00
05. Rental of Space	\$0.00
06. Indirect Costs	\$0.00
07. Profit	\$0.00
08. Operating Costs	\$0.00
09. Other Costs	\$0.00
10. Incentives	\$0.00
11. Supportive Services	\$0.00
Total Program Budget	\$0.00
Training	
Cost Category	Budget
01. Tuition/ Individual Training Accounts (ITAs)	\$0.00
02. On-the-Job Training (OJTs)	\$0.00
03. Apprenticeship Training	\$0.00
04. Incumbent Worker Training (IWT)	\$0.00
05. Customized Training	\$0.00
06. Transitional Employment	\$0.00
07. Other Training Expenses	\$0.00
Total Training Budget	\$0.00
Work Experience	
Cost Category	Budget
01. Participant Wage & Fringe Benefits	\$0.00
02. Work Experience Fee	\$0.00
03. Staff Salaries & Fringe Benefits	\$0.00
04. Staff Travel & Conference Expenses	\$0.00
05. Operating Costs	\$0.00
06. Other Costs	\$0.00
07. Incentives	\$0.00
08. Supportive Services	\$0.00
Total Work Experience Budget	\$0.00
Grand Total:	\$0.00

PROGRAM NAME

Administration Staff Salaries				
Number of Positions	Title of Position	Annual Salary	% of Time	Total Budget
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
Total Administration Staff Salaries:				\$0.00

Administration Hourly Staff Wages				
Number of Positions	Title of Position	Hourly Rate	Total Grant Hours Worked	Total Budget
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
Total Administration Hourly Staff Wages:				\$0.00

Administration Staff Fringe Benefits			
Description	Rate	Total Base Payroll	Total Budget
F.I.C.A.			\$0.00
Worker's Compensation			\$0.00
Retirement			\$0.00
Unemployment Compensation			\$0.00
Medical Insurance			\$0.00
Life Insurance			\$0.00
Disability			\$0.00
Other: (Description)			\$0.00
Other: (Description)			\$0.00
Other: (Description)			\$0.00
Total Administration Staff Fringe Benefits:			\$0.00

01. Total Administration Staff Salaries & Fringe Benefits:	\$0.00
--	--------

PROGRAM NAME

02. Administration Materials & Supplies			
Description	Quantity	Unit Price	Total Budget
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00

02. Administration Materials & Supplies **\$0.00**

03. Administration Indirect Costs			
	X	=	\$0.00
Base Figure		Indirect Rate	Total Budget

04. Administration Operating Costs	
Description	Budget
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00

04. Administration Operating Costs **\$0.00**

05. Administration Other Costs	
Description	Budget
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00

05. Administration Other Costs **\$0.00**

PROGRAM NAME

Program Staff Salaries				
Number of Positions	Title of Position	Annual Salary	% of Time	Total Budget
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00

Total Program Staff Salaries: \$0.00

Program Hourly Staff Wages				
Number of Positions	Title of Position	Hourly Rate	Total Grant Hours Worked	Total Budget
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00

Total Program Hourly Staff Wages: \$0.00

Program Staff Fringe Benefits			
Description	Rate	Total Base Payroll	Total Budget
F.I.C.A.		\$0.00	\$0.00
Worker's Compensation		\$0.00	\$0.00
Retirement		\$0.00	\$0.00
Unemployment Compensation		\$0.00	\$0.00
Medical Insurance		\$0.00	\$0.00
Life Insurance		\$0.00	\$0.00
Disability		\$0.00	\$0.00
Other: (Description)		\$0.00	\$0.00
Other: (Description)		\$0.00	\$0.00
Other: (Description)		\$0.00	\$0.00

Total Program Staff Fringe Benefits: \$0.00

01. Total Program Staff Salaries & Fringe Benefits:	\$0.00
---	--------

PROGRAM NAME

02. Program Staff Travel & Conference Expenses			
	X	=	\$0.00
Total Miles		Mileage Rate	Total Budget
Conference Expenses - Description			Total Budget
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
02. Program Staff Travel & Conference Expenses			\$0.00

03. Program Materials & Supplies			
Description	Quantity	Unit Price	Total Budget
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
03. Program Materials & Supplies			\$0.00

04. Program Non-Expendable Property			
Description	Quantity	Unit Price	Total Budget
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
04. Program Non-Expendable Property			\$0.00

PROGRAM NAME

05. Program Rental of Space

	X	=	\$0.00
Total Square Feet		Cost Per Sq. Ft.	Total Budget

06. Program Indirect Costs

	X	=	\$0.00
Base Figure		Indirect Rate	Total Budget

07. Program Profit

Note: The profit rate may not exceed 5%

	X	=	\$0.00
Base Figure		Profit Rate	Total Budget

08. Program Operating Costs

[illegible]

08. Program Operating Costs

\$0.00

PROGRAM NAME

09. Program Other Costs	
Description	Budget
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
09. Program Other Costs	\$0.00

10. Program Incentives	
Description	Budget
Pantry	\$0.00
Gift Cards	\$0.00
Stipends	\$0.00
Transportation	\$0.00
Other: (Description)	\$0.00
10. Program Incentives	\$0.00

11. Program Supportive Services	
Description	Budget
Transportation	\$0.00
Child Care	\$0.00
Housing Assistance	\$0.00
Uniforms / Clothing	\$0.00
Educational Needs - Textbooks, School Supplies, Tools, etc.	\$0.00
Needs Related Payment	\$0.00
11. Program Supportive Services	\$0.00

PROGRAM NAME

Training Category		Total Budget
01. Tuition/ Individual Training Accounts (ITAs)		\$0.00
02. On-the-Job Training (OJTs)		\$0.00
03. Apprenticeship Training		\$0.00
04. Incumbent Worker Training (IWT)		\$0.00
05. Customized Training		\$0.00
06. Transitional Employment		\$0.00
07. Other Training Expenses		\$0.00
01 - 07. Total Training Budget		\$0.00

PROGRAM NAME

Work Experience Participant Wages				
Number of Positions	Title of Position	Hourly Rate	Total Grant Hours Worked	Total Budget
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
Total Participant Wages:				\$0.00

Work Experience Participant Fringe Benefits			
Description	Rate	Total Base Payroll	Total Budget
F.I.C.A.			\$0.00
Worker's Compensation			\$0.00
Retirement			\$0.00
Unemployment Compensation			\$0.00
Medical Insurance			\$0.00
Life Insurance			\$0.00
Disability			\$0.00
Other: (Description)			\$0.00
Other: (Description)			\$0.00
Other: (Description)			\$0.00
Total Participant Fringe Benefits:			\$0.00

01. Total Work Experience Participant Wage & Fringe Benefits:	\$0.00
--	---------------

02. Work Experience Fee			
<i>Note: The Work Experience rate may not exceed 7%.</i>			
	X	=	\$0.00
Base Figure		Mileage Rate	Total Budget

PROGRAM NAME

Work Experience Program Staff Salaries				
Number of Positions	Title of Position	Annual Salary	% of Time	Total Budget
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
Total Work Experience Program Staff Salaries:				\$0.00

Work Experience Program Hourly Staff Wages				
Number of Positions	Title of Position	Hourly Rate	Total Grant Hours Worked	Total Budget
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
Total Work Experience Program Hourly Staff Wages:				\$0.00

Work Experience Program Staff Fringe Benefits			
Description	Rate	Total Base Payroll	Total Budget
F.I.C.A.			\$0.00
Worker's Compensation			\$0.00
Retirement			\$0.00
Unemployment Compensation			\$0.00
Medical Insurance			\$0.00
Life Insurance			\$0.00
Disability			\$0.00
Other: (Description)			\$0.00
Other: (Description)			\$0.00
Other: (Description)			\$0.00
Total Work Experience Program Staff Fringe Benefits:			\$0.00

03. Total Work Experience Program Staff Salaries & Fringe Benefits:	\$0.00
--	---------------

PROGRAM NAME

04. Work Experience Staff Travel & Conference Expenses			
	X	=	\$0.00
Total Miles		Mileage Rate	Total Budget
Conference Expenses - Description			Total Budget
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00

04. Work Experience Staff Travel & Conference Expenses

\$0.00

05. Work Experience Operating Costs	
Description	Budget
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00

05. Work Experience Operating Costs

\$0.00

06. Work Experience Other Costs	
Description	Budget
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00

06. Work Experience Other Costs

\$0.00

PROGRAM NAME

07. Work Experience Incentives	
Description	Budget
Pantry	\$0.00
Gift Cards	\$0.00
Stipends	\$0.00
Transportation	\$0.00
Other: (Description)	\$0.00
07. Work Experience Incentives	\$0.00

08. Work Experience Supportive Services	
Description	Budget
Transportation	\$0.00
Child Care	\$0.00
Housing Assistance	\$0.00
Uniforms / Clothing	\$0.00
Educational Needs - Textbooks, School Supplies, Tools, etc.	\$0.00
Needs Related Payment	\$0.00
08. Work Experience Supportive Services	\$0.00

ATTACHMENT F – PROPOSERS FACT SHEET

Proposer's Fact Sheet

Exact legal name of organization or individual making proposal:

FEIN:

Type of Organization:

☐ Government ☐ Non-Profit ☐ Private-for-Profit ☐ School District/LEA

☐ Other:

Unit Cost per Participant:

A. Total Proposed Budget: \$

B. Number of Participants expected to be served:

C. Cost per Participant (A/B): \$

Corporate Address:

City/State/Zip:

County:

Phone Number:

Name and contact information of individual who can negotiate and bind bidder to contract:

Name:

Phone #:

Fax #:

E-mail:

Name:

Name and contact information of individual knowledgeable to answer questions regarding this proposal:

Name:

Phone #:

Fax #:

E-mail:

Name:

Name and address of branch or facility at which training program will be conducted, if different then above:

Name:

Street:

City/State/Zip:

Accessible to public transportation? ☐ Yes ☐ NO

If Yes, please describe:

ATTACHMENT G – ACCESSIBILITY CHECKLIST

ACCESS TO AMERICA, INC. TWO MINUTE ACCESSIBILITY CHECKLIST

This two-minute checklist was developed to quickly identify potential problem areas for people with disabilities. This checklist is not intended to be a thorough evaluation of the accessibility of the facility. For additional information or to obtain assistance with correcting problem areas, please contact Access to America, Inc. at (717) 957-4957.

DOES THE FACILITY HAVE THE FOLLOWING ITEMS?	YES	NO	May not be usable
Accessible parking spaces?	☐	☐	☐
Wheelchair ramp or curb cut?	☐	☐	☐
Sidewalks wide enough to accommodate people using wheelchairs?	☐	☐	☐
Entrance without steps?	☐	☐	☐
Wide doors and hallways through-out facilities?	☐	☐	☐
Tables or desks which can be used by people in wheelchairs?	☐	☐	☐
Braille and Large Print – Raised letter signs?	☐	☐	☐
Information available in large print?	☐	☐	☐
Telephones which have hearing amplification?	☐	☐	☐
Any special devices for guests with hearing impairments?	☐	☐	☐
Accessible rest rooms?	☐	☐	☐
Accessible drinking fountains?	☐	☐	☐
Elevators or wheelchair lifts to various floors?	☐	☐	☐
Please describe any problem areas.			

ATTACHMENT H – BERKS COUNTY WORKFORCE DEVELOPMENT BOARD GRIEVANCE HEARING PROCEDURE

BERKS COUNTY WORKFORCE DEVELOPMENT BOARD GRIEVANCE AND HEARING PROCEDURE

Where formal grievance and appeal procedures do in fact exist at a training site or worksite, participants under terms of the contract shall have access to the grievance and appeal procedure set forth by the Berks County Workforce Development Board only for the resolution of complaints arising out of alleged violation of Workforce Innovation and Opportunity Act law, regulations, contracts or policies. The Berks County Workforce Development Board will not review the substantive facts of any grievance appeal, which does not allege such a violation nor will it take under reconsideration or re-examination any finding of fact by the subcontractor's grievance and appeal procedure.

STEP I The Opportunity to File a Complaint

The complainant who has an alleged complaint must meet with the designated representative of the Berks County Workforce Development Board explain the problem and attempt to resolve the issue informally.

STEP II The Opportunity for an Informal Conference

If the complainant remains dissatisfied, he/she must file a written complaint, within five (5) days, with the Berks County Workforce Development Board and request an informal conference. The informal conference must be held within ten (10) days from the date of receipt of the request by the Berks County Workforce Development Board. The complainant and Berks County Workforce Development Board will discuss the allegation(s) and attempt to resolve the issues informally. The findings of the Berks County Workforce Development Board will be submitted to the complainant not later than ten (10) days following the informal conference. Included with the findings must be notification of the right to request a hearing if a satisfactory resolution is not accomplished.

Complaints shall be made in written form and addressed to:

Amber Columbo, Equal Opportunity Officer
Berks County Workforce Development Board
400 East Wyomissing Avenue
Mohnton, PA 19540

STEP III The Opportunity for a Hearing

If the complainant is not satisfied with the results of the informal conference, he/she must so inform the Berks County Workforce Development Board within five (5) days and request a hearing to seek resolution of the issue(s).

An Impartial Hearing Officer will be appointed by the Berks County Workforce Development Board and will attempt to resolve the issue(s) and render an independent decision. The requested hearing will be held within 30 days from the date on which the complaint was filed. Written notification of the hearing will be sent out by the Hearing Officer to all parties concerned, stating the date, time and place of the hearing and the issues to be heard. All parties have the right to be accompanied by an attorney, (at their own expense), or other duly authorized representative, the right to present testimony, to bring witnesses and records, and must attend the hearing.

A written decision will be issued by the Hearing Officer to the complainant and all parties who attended the hearing within 60 days of the filing of the complaint and will include: 1) a synopsis of the facts, 2) a statement of reasons for the decision, and 3) notification of recourse. All correspondence will be mailed certified with a return receipt requested.

STEP IV Notice of Recourse

If the complainant does not receive a decision at the Berks County Workforce Development Board level within 60 days of filing the complaint, or receives a decision that is unsatisfactory to the complainant, the complainant has the right to request a review of the complaint by the Governor. The request for review must be submitted to the Executive Deputy Secretary within ten (10) days of receipt of an adverse decision or, if no timely decision is rendered, within 15 days from the date on which the decision should have been received from the Hearing Officer. A review will be conducted on behalf of the Governor and a decision issued within 30 days from the date of receipt of the review request. The decision rendered will be final.

Mailing address: Deputy Secretary for Workforce Development
PA Department of Labor and Industry
651 Boas Street, Room 1700
Harrisburg, PA 17121

I certify that I have read and understand the Grievance Procedure as stated herein, and that I have received a copy of the same.

Participant's Signature

Date

I certify that the herein named participant was given an explanation and a copy of this Grievance Procedure.

Interviewer's Signature

Date



WIOA Title I Complaint and Grievance Procedures and Appeal Processes

Scope and Audience:

These minimal complaint and grievance procedures are designed to ensure individuals, program participants and other interested parties that are affected by the local workforce development system can file grievances or complaints alleging violations of the requirements of Workforce Innovation and Opportunity Act (WIOA) Title I. Complaints or grievances may originate from WIOA Title I-funded facilities, programs, services and activities administered by or operated by the Berks County Workforce Development Board (BCWDB), One Stop Operator (OSO) and other BCWDB affiliated entities, including:

- One-Stop Program Partners;
- WIOA Title I program service providers and contractors;
- Eligible Training Providers and other entities providing training services;
- Affiliated entities which provide services, activities and supportive services within the Berks County workforce delivery system.

Where formal grievance and appeal procedures do in fact exist at a training site or worksite, participants under terms of the contract shall have access to the grievance and appeal procedure set forth by the BCWDB only for the resolution of complaints arising out of alleged violation of Workforce Innovation and Opportunity Act law, regulations, contracts or policies. BCWDB will not review the substantive facts of any grievance appeal, which does not allege such a violation, nor will it take under reconsideration or examination of any finding of fact by the subcontractor's grievance and appeal procedure.

The following individuals or entities may file a complaint or grievance alleging violations of the requirements of Title I of WIOA:

- Individuals; Program Applicants and Participants; Former Participants
- Employees
- Employers
- Service Providers
- Contractors
- Training Providers
- Labor Organizations
- Community Based Organizations
- Other Interested Parties

Complaint Types:

Examples of complaints covered under these procedures include:

- Denial of program access
- Eligibility disputes
- Improper termination from services
- Failure to provide required services
- Violations of WIOA Title I requirements
- Procurement disputes
- Misuse of WIOA funds
- Service delivery concerns
- Violations of local policy

Methods of Filing:

Complaints may be filed:

- In person
- By mail
- By email

- Electronically
- By telephone with staff assistance

Staff shall assist individuals who require help reducing complaints to writing. Reasonable accommodation and language assistance services must be provided when necessary.

Content of Complaint:

Complaints should include:

- Name and contact information of complainant
- Name of respondent, if known
- Description of allegations
- Relevant dates
- Supporting documentation, if available
- Requested resolution

Time Limit for Filing:

Complaints must generally be filed within one (1) year of the alleged violation unless another law or regulation establishes a different filing period.

Informal Resolution:

The complainant who has an alleged complaint will meet with the designated representative of BCWDB to explain the problem and attempt to resolve the issue informally. The informal conference must be held within ten (10) days from the date of receipt of the request by BCWDB. The complainant and BCWDB will discuss the allegation(s) and attempt to resolve the issues informally. The findings of BCWDB will be submitted to the complainant not later than ten (10) days following the informal conference. Included with the findings will be notification of the right to request a hearing if a satisfactory resolution has not been accomplished.

Complaints shall be forwarded to:

John W. Moser, Assistant Director
Berks County Workforce Development Board
Mailbox #3
400 East Wyomissing Avenue
Mohnton, PA 19540

Hearing Procedure:

If the complainant or respondent is not satisfied with the results of the informal conference, he/she must inform BCWDB within five (5) days and request a hearing to seek resolution of the issue(s).

An Impartial Hearing Officer will be appointed by BCWDB and will attempt to resolve the issue(s) and render an independent decision. The requested hearing will be held within 30 days from the date on which the complaint was filed. Written notification of the hearing will be sent out by the Hearing Officer to all parties concerned, stating the date, time and place of the hearing and the issues to be heard. All parties have the right to be accompanied by an attorney, (at their own expense), or other duly authorized representative, the right to present testimony, to bring witnesses and records, and must attend the hearing.

A written decision will be issued by the Hearing Officer to the complainant and all parties who attended the hearing within sixty (60) days of the filing of the complaint and will include:

- Summary of allegations
- Findings of fact
- Applicable laws or regulations
- Conclusions
- Corrective actions, if applicable
- Appeal rights and deadlines

Appeals Process:

A request for a local level appeal to the PA Department of Labor & Industry (L&I) can be made by either a complainant or a respondent not satisfied with local area's hearing decision or when no local area decision was reached within sixty (60) days of the filing of the grievance or complaint.

State hearings or appeals will be conducted in accordance with the Memorandum of Understanding for Independent Hearing Examiner Services between the L&I and the PA Department of State as well as regulatory provisions found at Title 20 CFR 683.600-620.

The designated Agency Liaison for Berks County shall be the Bureau of Workforce Partnerships and Operations Customer Service Coordination Unit Supervisor. The Agency Liaison is responsible for coordinating activities with the appointed hearing examiner.

Grievances or complaints under 20 CFR 683.600, submitted directly to US Department of Labor (US DOL), will be referred to the appropriate state or local area for resolution, unless US DOL notifies the parties involved that US DOL will investigate the submitted complaint or grievance.

Pursuant to 20 CFR 683.610(a) US DOL will investigate allegations arising through the grievance procedures found in 20 CFR 683.600 when:

1. A decision on a grievance or complaint under 20 CFR 683.600(d) [i.e., State Procedures] has not been reached within sixty (60) days of receipt of the grievance or complaint or within sixty (60) days of receipt of the request for appeal of a local level grievance and either party appeals to US DOL. Appeals made under either of these scenarios must be filed within one-hundred twenty (120) days of the filing of the grievance with the state, or the filing of the appeal of a local grievance with the state.
2. A decision on a grievance or complaint under § 683.600(d) [i.e., State Procedures] has been reached and the party to which such decision is adverse appeals to US DOL. Appeals made under this scenario must be filed within sixty (60) days of the receipt of the decision being appealed.

Under the scenarios listed above US DOL must make a final decision on the filed appeal no later than one-hundred twenty (120) days after receiving the appeal. All appeals must be submitted by certified mail, return receipt requested, to:

Secretary
U.S. Department of Labor
200 Constitution Ave. NW
Washington, DC 20210
Attention: ASET

Accessibility Requirements:

- The LWDB shall ensure:
- Language assistance services for LEP individuals
- Reasonable accommodation for individuals with disabilities
- Auxiliary aids and services upon request
- Accessible formats and communications
- Meaningful access to complaint procedures

Confidentiality:

Complaint information shall be maintained confidentially to the maximum extent permitted by law.

Retaliation Prohibited:

No person may intimidate, threaten, coerce, discriminate against, or retaliate against any individual because they:

- Filed a complaint
- Participated in a complaint investigation
- Assisted in complaint processing
- Opposed unlawful practices

Effective: September 18, 2026

ATTACHMENT I – WORKER PROTECTION AND INVESTMENT CERTIFICATION FORM BOP-2201



WORKER PROTECTION AND INVESTMENT CERTIFICATION FORM

- A. Pursuant to Executive Order 2021-06, *Worker Protection and Investment* (October 21, 2021), the Commonwealth is responsible for ensuring that every worker in Pennsylvania has a safe and healthy work environment and the protections afforded them through labor laws. To that end, contractors and grantees of the Commonwealth must certify that they are in compliance with Pennsylvania's Unemployment Compensation Law, Workers' Compensation Law, and all applicable Pennsylvania state labor and workforce safety laws including, but not limited to:
1. Construction Workplace Misclassification Act
 2. Employment of Minors Child Labor Act
 3. Minimum Wage Act
 4. Prevailing Wage Act
 5. Equal Pay Law
 6. Employer to Pay Employment Medical Examination Fee Act
 7. Seasonal Farm Labor Act
 8. Wage Payment and Collection Law
 9. Industrial Homework Law
 10. Construction Industry Employee Verification Act
 11. Act 102: Prohibition on Excessive Overtime in Healthcare
 12. Apprenticeship and Training Act
 13. Inspection of Employment Records Law
- B. Pennsylvania law establishes penalties for providing false certifications, including contract termination; and three-year ineligibility to bid on contracts under 62 Pa. C.S. § 531 (Debarment or suspension).

CERTIFICATION

I, the official named below, certify I am duly authorized to execute this certification on behalf of the contractor/grantee identified below, and certify that the contractor/grantee identified below is compliant with applicable Pennsylvania state labor and workplace safety laws, including, but not limited to, those listed in Paragraph A, above. I understand that I must report any change in the contractor/grantee's compliance status to the Purchasing Agency immediately. I further confirm and understand that this Certification is subject to the provisions and penalties of 18 Pa. C.S. § 4904 (Unsworn falsification to authorities).

<i>Signature</i>	<i>Date</i>
<i>Name (Printed)</i>	
<i>Title of Certifying Official (Printed)</i>	
<i>Contractor/Grantee Name (Printed)</i>	