

<Insert Grant Name> GRANT AGREEMENT

This <Insert Grant Name> grant agreement is between the Commonwealth of Pennsylvania (“Commonwealth”), acting through the Department of Labor and Industry with its principal offices located at 651 Boas Street, Harrisburg PA 17121, and _____ (“Grantee”), with its principal offices located at _____.

The Department is the executive Commonwealth agency responsible for, among other things, _____. In accordance with _____, the Department administers _____ program (“Program”).

The Department now wishes to set forth the terms and conditions under which it will award Program funding to the Grantee.

The parties, intending to be legally bound, agree as follows:

1. Grant Award. Subject to the terms and conditions of this agreement and the availability of funds, the Department grants up to \$_____ in Program funds (“Grant Award”) to the Grantee to support the project set forth in Exhibit A (“Project”). The Grantee shall utilize the grant funds solely to carry out the Project in accordance with the budget set forth in Exhibit B (“Budget”).

2. Award Modification.

a. The Department may increase or decrease the amount of the Grant Award by providing written notice of award modification to the Grantee without the need to amend this agreement. The Department may require the Grantee to submit a revised budget and scope of work consistent with the award modification. Upon the Department’s approval, the revised budget and scope of work will replace the budget and scope of work set forth in Exhibits A and B. Award modifications are subject to the approval of the Governor’s Office of the Budget, Comptroller’s Operations Office.

b. Minor Statement of Work Changes. The Department may approve minor modifications to the Statement of Work, provided such changes do not alter the overarching goals of the program or materially change the nature of the project as originally approved. Changes that substantially alter the scope of work, objectives, or intent of the original application will require formal amendment.

3. Budget Adjustments. The parties may adjust the dollar amounts of specific categories within the Budget without the need to amend this agreement if the adjustments do not increase the Grant Award. The Grantee shall submit any proposed adjustments to the Budget to the Department for review and approval. A Budget adjustment will not be effective until it has been approved by the Department in writing. Changes to individual budget line items that are less than ten percent of the total award and that do not change the scope of work do not require Department approval.

4. Term. The term of this agreement will commence on the date of the last Commonwealth signature and will remain in effect until [DATE] (“Term”), unless sooner

terminated in accordance with section 18. This agreement is not binding in any way, nor will the Commonwealth or the Department be legally bound, until this agreement has been fully executed and the Grantee has received a fully executed copy.

5. Period of Performance. The period of performance for this agreement will commence on _____, 20__ and end on _____, 20__ (“Period of Performance”). The Department may extend the Period of Performance by providing written notice of extension without the need to amend this agreement, so long as the extension of the Period of Performance does not exceed the Term.

6. Extension of Term. The Department may extend the Term for up to 90 days by providing written notice of extension to the Grantee without the need to amend this agreement. Any extension of the Term in excess of 90 days must be accomplished through a formal amendment to this agreement.

7. Disbursement of Grant Award.

- a. Invoices. The Grantee shall submit monthly invoices/reimbursement requests and supporting documentation for eligible costs and expenses to the Department. The Grantee shall submit each invoice by the 5th day of the month following the month in which the costs and expenses were incurred.
- b. Reimbursement. Upon the Department’s receipt and approval of each monthly invoice/reimbursement request, the Department shall reimburse the Grantee for eligible costs and expenses incurred by the Grantee during the Period of Performance.
- c. Withholding of Payment. The Department may withhold any payment if the Department determines, in its sole discretion, that the Grantee has failed to fulfill its obligations under any previous Workforce Development Program agreement or another contract between the parties. Upon the Grantee’s fulfillment of its obligations under the prior agreement or contract, the Department shall initiate the disbursement of the applicable payment.

8. Department-Specific Terms and Conditions. The Grantee shall comply with the Department’s Standard Terms and Conditions set forth in Exhibit C.

9. Commonwealth Standard Terms and Conditions. The Grantee shall comply with the Commonwealth’s Standard Terms and Conditions, Grant Version (Revised – 10/1/2023) set forth in Exhibit D.

10. General Federal Terms and Conditions. The Grantee shall comply with the Assurances and Certification and FFATA set forth in Exhibits E-1 and E-2.

11. Specific Federal Terms and Conditions. The Grantee shall comply with the Specific Federal Terms and Conditions issued by the United States Department of Labor and set forth in Exhibit F.

12. Compliance with Applicable Law. The Grantee shall comply with all applicable federal, state, and local laws, regulations, policies, or directives including, but not limited to, _____ . It is the affirmative, non-delegable duty of the Grantee and any employees, contractors, or other agents to maintain competency in and abide by all statutory, regulatory, and policy obligations imposed by the acceptance and expenditure of these federal grant funds.

13. No Department Liability. The Department shall not be liable for any claims, damages, or liability arising out of, or related to, the Grantee's activities, programs, or services funded, in whole or in part, under this agreement. Nothing in this agreement may be construed to waive or otherwise affect the sovereign immunity of the Commonwealth or its agencies.

14. Maintenance of Records. Utilizing accepted procedures, the Grantee shall maintain, at its principal offices or place of business, complete and accurate records, including documents, correspondence, and other evidence pertaining to costs and expenses incurred by the Grantee under this agreement, and reflecting all matters and activities covered by this agreement. The Grantee shall maintain all records for a period of three years from the expiration or termination date of this agreement, except in those cases where unresolved claims or audit questions may require the Grantee to continue to maintain some or all records until the claim or question is finally resolved.

15. Audit Rights. At any time during normal business hours and as often as the Department requires, the Grantee shall make all records related to this agreement available for inspection by the Department, Office of the Budget, Office of State Inspector General, Department of the Auditor General, Office of Attorney General, or their authorized representative(s) to audit, examine, and make copies of these records.

16. Offset, Withhold, and Recoup. At any time, the Department may offset, withhold, or recoup grant funds or payments for Project activities and expenses if the Department determines that either the Grantee has violated this agreement or the Grantee's expenditures are or were not eligible, proper, or allowable. The Grantee shall return grant funds in accordance with any recoupment instruction provided by the Department. These rights and remedies are in addition to those the Department may have under law, statute, regulation, or otherwise.

17. Temporary Suspension.

- a. Grounds for Suspension. The Department may temporarily suspend this agreement for Grantee's breach of this agreement, violations of applicable law, audit exceptions, misuse of grant funds, gross mismanagement of the Project, malfeasance, or criminal activity.
- b. Notice of Suspension. The Department shall provide a written notice of suspension to the Grantee. The notice must set forth the effective date of the suspension and identify the reason(s) for the suspension.
- c. Effect of Suspension. The Department shall not reimburse the Grantee for costs and expenses incurred during the period of suspension.
- d. Grantee Obligations During Suspension. The Grantee shall cure all deficiencies identified in the notice of suspension to the Department's satisfaction. The Grantee

may not recommence Project activities until the Department, at its discretion, reinstates this agreement by written notice following the suspension.

18. Termination.

a. Termination for Convenience. The Department may terminate this agreement at any time for its convenience by providing written notice of termination to the Grantee. The termination will be effective on the date set forth in the notice. The Department shall reimburse the Grantee for any eligible costs or expenses incurred by the Grantee prior to the effective date of the termination.

b. Non-Appropriation. If the Term exceeds one year and funds are not appropriated or otherwise made available to the Department to support the Program in a subsequent year, the Department may terminate this agreement by providing written notice of termination to the Grantee. The termination will be effective on the date set forth in the Department's notice. The Department shall reimburse the Grantee for any eligible costs or expenses incurred by the Grantee prior to the effective date of the termination.

c. Termination for Cause. The Department may terminate this agreement for cause by providing written notice of termination to the Grantee. The termination will be effective on the date set forth in the notice. The Department shall reimburse the Grantee for any eligible costs or expenses incurred by the Grantee prior to the effective date of the termination.

d. Survival of Terms. The Grantee's obligations set forth in sections 14, 15, and 16 will survive the termination of this agreement.

19. Notice. All notices and other correspondence required or permitted under this agreement must be in writing and personally delivered or delivered by United States Postal Service, prepaid certified or registered mail, return receipt requested, by overnight courier with written evidence of receipt, or by email with evidence of receipt. Any notice or correspondence must be sent to the applicable party at the following address:

a. If to Department:

Bureau of Workforce Development Administration
651 Boas Street, 12th Floor
Harrisburg, PA 17121-0750
Email: ra-li-bwda-gs@pa.gov

b. If to the Grantee:

[Name of Recipient]
[Title]
[Department/Agency]
[Address]
[City, State, Zip Code]
Email: [Email]

Either party may change its designated address by providing written notice to the other party.

20. Amendments and Modifications. Except as provided in sections 2, 3 and 5, no alterations or variations to this agreement are valid unless they are made in writing and signed by the parties with the same formality as this agreement.

21. Assignment. The Grantee may not assign or transfer its rights or duties under this agreement without the prior written consent of the Department. Approval of an assignment does not establish any legal relationship between the Commonwealth or the Department and the assignee.

22. Independent Parties. Nothing contained in this agreement is intended or may be construed to, in any respect, create or establish the relationship of partners between the parties, or as constituting the Grantee as the representative or general agent of the Department for any purpose whatsoever.

23. Severability. The provisions of this agreement are severable. If any provision of this agreement is held to be unenforceable by an authority with proper jurisdiction in the matter, that provision is severed, and the remainder of this agreement will remain binding upon the parties.

24. No Waiver. No delay or failure of the Department or the Commonwealth to enforce any provision of this agreement or to exercise any right or remedy under this agreement may be construed as a waiver by the Department or the Commonwealth of the provision or its right or remedy.

25. Integration and Merger. When fully executed by the parties, this agreement will be the final and complete agreement between the parties containing all the terms and conditions agreed on by the parties. All representations, understandings, promises, and agreements pertaining to the subject matter of this agreement made prior to or at the time this agreement is executed are superseded by this agreement, unless specifically accepted by any other term or provision of this agreement. There are no conditions precedent to the performance of this agreement, except as expressly set forth in this agreement.

26. Counterparts. This agreement may be executed in counterparts, each of which is deemed to be an original (including copies sent to a party by electronic transmission) as against the party signing the counterpart, but which together constitute one and the same instrument.

27. Electronic Signatures. This agreement may be signed electronically in accordance with the Pennsylvania Electronic Transactions Act, Act 69 of 1999, 73 P.S. § 2260.301 et seq.

EXHIBIT A

SCOPE OF WORK /PROJECT DESCRIPTION

Include from the Grantee's Application:

Project Narrative

Grant Action Plan

Other Application Documents as Applicable

EXHIBIT B
PROJECT BUDGET

EXHIBIT C

DEPARTMENT SPECIFIC TERMS AND CONDITIONS

1. *Eligible Uses of Grant.* Grantee shall limit use of the grant funds to those expenditures permissible under the WIOA, the Wagner-Peyser Act, the Trade Act, and other applicable federal and state programs.
2. *Expenditure of Grant Funds.* Grantee shall expend funds provided under this grant agreement in accordance with the applicable federal and state statutes, regulations, policies and procedures and the state or local plan, pursuant to WIOA sections 102 and 107, 29 U.S.C. §§ 3112 and 3122, including the Department's Financial Management Policy, set forth in Exhibit C-1, the Federal Lobbying Disclosure Act, 2 U.S.C. §§ 1601-1614 and, where applicable, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200.
3. *Notice of Obligation.* The Department shall obligate grant funds to Grantee pursuant to a NOO once the grant agreement is fully executed. Grantee may not expend funds before the Effective Date of the NOO or after the End Date of the NOO. Obligations and expenditures must not exceed the amount obligated by the NOO. The NOO should be considered a binding component of this agreement.
4. *Payment System.* Grantee shall make all funding requests via CWDS. The Department shall pay the Grantee upon submission of a monthly Financial Status Report (FSR) and invoice with supporting documentation, as defined in the attached *Monthly Invoicing Operational Manual for Grantees* as Exhibit C-2, due by the 5th day of every month.
5. *Financial Reporting.* Grantee shall:
 - a. submit accurate and timely FSRs and invoices to the Department in accordance with the timelines and procedures provided in the Department's *Financial Management Policy* and *Financial Management Guide Pennsylvania Department of Labor and Industry* [financial-management-guide-2021.pdf](#)
 - b. require that its Subrecipients submit accurate and timely financial information to the Grantee to facilitate the financial reporting required in the Department's Financial Management Policy.
 - c. ensure that expenditures are allocated against the appropriate cost categories, within cost limitations specified in state and federal statutes and regulations.
 - d. submit reports detailing the progress of grant activities.
6. *Program Reporting.* Grantees shall provide the Commonwealth with a full report on activities and outcomes supported by the funds of your grant by submitting a **Quarterly Narrative Report (QNR)/Quarterly Performance Report (QPR)** to the Grant Services Resource Account. The QNR and QPR are due the last day of the month following the close of each quarter. If your grant ends in the middle of a quarter, the QNR/QPR is due the last day of the following month, i.e. 30 days later.

Grant Quarter	Period	Due Date

7. *Budget Modifications.* Grantees shall submit budget modifications, narrative updates, and grant extension requests as necessary: “Grantees must seek BWDA approval in order to modify and/or extend the funding availability period. Requests for modification or extension must be provided to the Grants Services Resource account RA-LI-BWDA-GS@pa.gov and must include a written justification for the modification or extension and all applicable changes to the budget and narrative for the project. Modification requests will be routed for approval/denial and notification will be sent to the grantee once approved or denied. No changes should occur on the grant until official approval or denial is received by the recipient.” (2021 Financial Management Guide).
8. *Grant Closeouts.* Grantees shall submit a completed closeout package within 60 days of the expiration of the grant or after all funds have been fully expended (whichever occurs first) to the Grants Services Resource Account at RA-LI-BWDA-GS@pa.gov and the Comptroller’s office at RA-OBCONT_CLOSEOUTS@pa.gov. Failure to submit this package may preclude you from consideration for future awards. The closeout package should be generated in CWDS and signed by the Grantee’s authorized signatory.
9. *Monitoring.*
 - a. The Department shall:
 - i. oversee and monitor the performance and fiscal activities of Grantee.
 - ii. communicate all related findings and concerns, including any appropriate corrective action steps necessary for compliance, to Grantee.
 - iii. provide technical assistance to Grantee, Grantee’s staff, and Subrecipients, when required.
 - b. Grantee shall:
 - i. oversee and monitor the performance and fiscal activities of its Subrecipients, and contractors.
 - ii. communicate all fiscal-related audit findings, including any appropriate corrective action steps necessary for compliance, in writing.
 - iii. provide technical assistance to its Subrecipients regarding financial and performance issues
10. *Insurances and Taxes.*
 - a. Grantee shall procure and maintain at its expense, and require its Subrecipients, to procure and maintain, as appropriate, the following types of insurance, issued by

companies acceptable to the Commonwealth and authorized to conduct such business under the laws of the Commonwealth of Pennsylvania:

- i. worker's compensation insurance for all Grantee's employees and those of any Subrecipient engaged in performing services in accordance with the *Worker's Compensation Act* (77 P.S. § 101, *et seq*);
- ii. public liability and property damage insurance to protect the Commonwealth, Grantee, and any and all Subrecipients from claims for damages for personal injury (including bodily injury), sickness or disease, accidental death, and damage to property, including loss of use resulting from any property damage which may arise from its operations under this agreement, whether such operation be by Grantee, by any Subrecipients, or by anyone directly or indirectly employed by either; and
- iii. insurance coverage for Employee Dishonesty/Theft throughout the entire term of this agreement. Employee Dishonesty/Theft must be listed on the liability insurance policy with the approved amount of said coverage. Grantee shall annually provide the Department with a copy of the policy. Grantee shall maintain a minimum of coverage in an amount equal to 20 percent of the grant award or the highest monthly invoice under this grant agreement, whichever is higher.
- iv. Grantees may, in lieu of purchasing insurance, demonstrate to the Department that payment for claims for workers compensation, public liability and property damage or employee dishonesty/theft are governed by statute or that Grantee is self-insured.

- b. Grantee shall be solely responsible for payment of Unemployment Insurance taxes, social security taxes, all income tax deductions and any other taxes or payroll deductions required by law, for its employees, servants or agents who perform activities specified by this agreement and requiring all its Subrecipients to comply with these obligations.

11. *Representations and Warranties Regarding Union Organizing.* Grantee represents and warrants that none of the grant funds will be used to assist, promote, or deter union organizing.

12. *FERPA Compliance.* Grantee shall comply with all confidentiality requirements for wage and education records as required by the Family Educational Rights and Privacy Act of 1974 (FERPA), 20 U.S.C. § 1232g; 34 C.F.R. Part 99, WIOA, and applicable regulations.

13. *Personally Identifiable Information.* Grantees shall collect and maintain Personally Identifiable Information (PII). Grantees must ensure PII is sufficiently protected, follow their existing agency data protection internal controls for handling and storing data, and transfer required data to BWDA in accordance with the Commonwealth's Information Technology Policy.

14. *Personally Identifiable Information.* Grantee shall protect PII in accordance with USDOL's TEGL No. 39-11, set forth in Exhibit C-3. Specifically, Grantee shall:

- a. Ensure that all handling, processing, storage, and transmission of PII is conducted in full compliance with the guidelines and requirements detailed in TEGl 39-11, as well as any subsequent updates or revisions to the guidance.
- b. Implement appropriate administrative, physical, and technical safeguards to protect PII from unauthorized access, use, disclosure, alteration, or destruction. These safeguards must be at least as stringent as those required by TEGl 39-11 and any applicable federal, state, and local regulations.
- c. Provide regular training to all employees, subcontractors, and agents who have access to PII, ensuring they are aware of and comply with the requirements of TEGl 39-11.
- d. Immediately notify the designated representative of any breach or suspected breach of PII. Grantee shall cooperate with the Department in the investigation and remediation of any such incidents.
- e. Ensure that any subcontractors or agents engaged by Grantee who will have access to PII comply with the same standards and requirements set forth in this clause and TEGl 39-11.

EXHIBIT D

Commonwealth Standard Terms and Conditions Grant Version (Revised - 10/1/2023)

1. DEFINITIONS

Capitalized terms used in these Commonwealth standard terms and conditions that are not otherwise defined in these provisions have the meanings specified in the agreement to which they are attached.

2. INDEMNIFICATION

The Grantee shall indemnify and defend the Commonwealth against all third-party claims, suits, demands, losses, damages, costs, and expenses, including without limitation, litigation expenses, attorneys' fees, and liabilities, arising out of or in connection with any activities performed by the Grantee or its employees and agents pursuant to this agreement, as determined by the Commonwealth in its sole discretion.

3. NONDISCRIMINATION/SEXUAL HARASSMENT

- a. **Representations.** The Grantee represents that it is presently in compliance with and will remain in compliance with all applicable federal, state, and local laws, regulations, and policies relating to nondiscrimination and sexual harassment for the term of the agreement. The Grantee shall, upon request and within the time periods requested by the Commonwealth, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to its books, records, and accounts by the Commonwealth for the purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause.
- b. **Nondiscrimination/Sexual Harassment Obligations.** The Grantee shall not:
 - i. in any manner discriminate in the hiring of any employee(s) for the performance of the activities required under this agreement or any subgrant agreement, contract, or subcontract, by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the Pennsylvania Human Relations Act ("PHRA") and applicable federal laws, against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.
 - ii. in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against or intimidate any of its employees.
 - iii. in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, in the provision of services under this agreement or any subgrant agreement, contract, or subcontract.

- iv. in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of PHRA and applicable federal laws, against any subgrantee, contractor, subcontractor, or supplier who is qualified to perform the work to which this agreement relates.
 - v. in any manner discriminate against employees by reason of participation in or decision to refrain from participating in labor activities protected under the Public Employee Relations Act, Pennsylvania Labor Relations Act, or National Labor Relations Act, as applicable, and to the extent determined by entities charged with the Acts' enforcement and shall comply with any provision of law establishing organizations as employees' exclusive representatives.
- c. **Establishment of Grantee Policy.** The Grantee shall establish and maintain a written nondiscrimination and sexual harassment policy that complies with the applicable law and these Nondiscrimination/Sexual Harassment provisions and shall inform its employees in writing of the policy. The policy must contain a provision that states that sexual harassment will not be tolerated and employees who practice it will be disciplined. For the entire period of this agreement, the Grantee shall: (1) post its written nondiscrimination and sexual harassment policy or these Nondiscrimination/Sexual Harassment provisions conspicuously in easily accessible and well-lighted places customarily frequented by employees at or near where the grant activities are performed; or (2) provide electronic notice of the policy or this clause to its employees not less than annually.
- d. **Notification of Violations.** The Grantee's obligations pursuant to these provisions are ongoing from the effective date and through the termination date of the agreement. Accordingly, the Grantee shall notify the Commonwealth if, at any time during the term of this agreement, it becomes aware of any actions or occurrences that would result in violation of these provisions.
- e. **Cancellation or Termination of Agreement.** The Commonwealth may cancel or terminate this agreement and all money due or to become due under this agreement may be forfeited for a violation of the terms and conditions of these Nondiscrimination/Sexual Harassment provisions. In addition, the granting agency may proceed with debarment or suspension and may place the Grantee in the Contractor Responsibility File.
- f. **Subgrant Agreements, Contracts, and Subcontracts.** The Grantee shall include these Nondiscrimination/Sexual Harassment provisions in its subgrant agreements, contracts, and subcontracts with all subgrantees, contractors, and subcontractors providing goods or services under this agreement. The incorporation of these provisions in the Grantor's subgrants, contracts, or subcontracts does not create privity of contract between the Commonwealth and any subgrantee, contractor, or subcontractor, and no third-party beneficiaries are created by those provisions. If the Grantee becomes aware of a subgrantee's, contractor's, or subcontractor's violation of these provisions, the Grantee shall use its best efforts to ensure the subgrantee's, contractor's, or subcontractor's compliance with these provisions.

4. GRANTEE INTEGRITY

- a. **Definitions.** For purposes of these Grantee Integrity Provisions, the following definitions apply:

- i. "Affiliate" means two or more entities where (a) a parent entity owns more than 50% of the voting stock of each of the entities; (b) a common shareholder or group of shareholders owns more than 50% of the voting stock of each of the entities; or (c) the entities have a common proprietor or general partner.
- ii. "Grantee" means the individual or entity, that has entered into this agreement with the Commonwealth.
- iii. "Grantee Related Parties" means any Affiliates of the Grantee and the Grantee's executive officers, Pennsylvania officers and directors, or owners of five percent or more interest in the Grantee.
- iv. "Financial Interest" means ownership of more than a five percent interest in any business or holding a position as an officer, director, trustee, partner, employee, or holding any position of management.
- v. "Gratuity" means tendering, giving, or providing anything of more than nominal monetary value including, but not limited to, cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. The exceptions set forth in the [Governor's Code of Conduct, Executive Order 1980-18](#), as may be amended, 4 Pa. Code §7.153(b), apply.
- vi. "Non-Solicitation Award Process" means a method of awarding grants based on predetermined criteria, without the solicitation of grant applications.

b. Representations and Warranties.

- i. **Grantee Representation and Warranties.** The Grantee represents, to the best of its knowledge and belief, and warrants that within the last five years neither the Grantee nor Grantee Related Parties have:
 - 1. been indicted or convicted of a crime involving moral turpitude or business honesty or integrity in any jurisdiction;
 - 2. been suspended, debarred, or otherwise disqualified from entering into any contract with any governmental agency;
 - 3. had any business license or professional license suspended or revoked;
 - 4. had any sanction or finding of fact imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, bid rigging, embezzlement, misrepresentation or anti-trust; and
 - 5. been, and are not currently, the subject of a criminal investigation by any federal, state, or local prosecuting or investigative agency or civil anti-trust investigation by any federal, state, or local prosecuting or investigative agency.
- ii. **Grantee Explanation.** If the Grantee cannot make the representations and warranties set forth above at the time of its submission of its grant application or if the agreement is awarded pursuant to a Non-Solicitation Award Process at the time of the execution of the agreement, the Grantee shall submit a written explanation outlining the reasons why it cannot make those representations and warranties. The Commonwealth may, based on its evaluation of the explanation

provided, determine whether it is in the Commonwealth's best interest to execute the agreement.

- iii. **Further Representations.** By submitting any bills, invoices, or requests for payment pursuant to the agreement, the Grantee further represents that it has not violated any of these Grantee Integrity Provisions during the term of the agreement.
 - iv. **Notice.** The Grantee shall immediately notify the Commonwealth, in writing, if at any time during the term of the agreement it becomes aware of any event that would cause the Grantee's certification or explanation to change. The Grantee acknowledges that the Commonwealth may, in its sole discretion, terminate the agreement for cause if it learns that any of the certifications made in these Grantee Integrity Provisions are currently false or misleading due to intervening factual circumstances or were false or misleading or should have been known to be false or misleading when entering into the agreement.
- c. **Grantee Responsibilities.** During the term of this agreement, the Grantee shall:
- i. maintain the highest standards of honesty and integrity.
 - ii. take no action in violation of any applicable laws, regulations, or other requirements applicable to the Grantee that govern Commonwealth contracting or grant administration.
 - iii. establish and implement a written business integrity policy that includes, at a minimum, the requirements of these Grantee Integrity Provisions as they relate to the Grantee's activity with the Commonwealth and Commonwealth employees and ensure that its employees comply with the policy.
 - iv. not accept, agree to give, offer, confer, agree to confer, or promise to confer, directly or indirectly, any gratuity or pecuniary benefit to any person, or to influence or attempt to influence any person in violation of any federal or state law, regulation, executive order, statement of policy, management directive, or bulletin applicable to the award of grants or the administration of this agreement.
 - v. not have a financial interest in any other subgrantee, contractor, subcontractor, or supplier providing services, labor, or material under this agreement, unless the financial interest is disclosed to the Commonwealth in writing and the Commonwealth consents to Grantee's financial interest. The Grantee must disclose the financial interest to the Commonwealth at the time of submission of its grant application, or if a Non-Solicitation Award Process is used, no later than the date the Grantee signs the agreement. The Commonwealth shall be deemed to have consented if the required disclosure is received and all of the required Commonwealth signatures are affixed.
 - vi. comply with the requirements of the Lobbying Disclosure Act (65 Pa.C.S. § 13A01 et seq.) regardless of the method of award.
 - vii. comply with the requirements of Section 1641 of the Pennsylvania Election Code (25 P.S. § 3260a) if this agreement was awarded pursuant to a Non-Solicitation Award Process.

viii. immediately notify the Commonwealth or the Office of the State Inspector General, in writing, when the Grantee has reason to believe that any breach of ethical standards as set forth in law, the Governor's Code of Conduct, or these Grantee Integrity Provisions has occurred or may occur, including, but not limited to, contact by a Commonwealth officer or employee, which, if acted upon, would violate the ethical standards.

d. **Investigations.** If a State Inspector General investigation is initiated, the Grantee shall:

i. reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of the State Inspector General for investigations of the Grantee's compliance with the terms of this or any other agreement between the Grantee and the Commonwealth that results in the suspension or debarment of the Grantee. The Grantee shall not be responsible for investigative costs for investigations that do not result in the Grantee's suspension or debarment.

ii. cooperate with the Office of the State Inspector General in its investigation of any alleged Commonwealth agency or employee breach of ethical standards and any alleged Grantee non-compliance with these Grantee Integrity Provisions and make identified Grantee employees and volunteers available for interviews at reasonable times and places.

iii. upon the inquiry or request of an Inspector General, provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Office of the State Inspector General to Grantee's integrity and compliance with these provisions. This information may include, but is not be limited to, the Grantee's business or financial records, documents or files of any type or form that refer to or concern this agreement.

e. **Termination.** For violation of any of these Grantee Integrity Provisions, the Commonwealth may terminate this agreement and any other contract with the Grantee, claim liquidated damages in an amount equal to the value of anything received in breach of these Grantee Integrity provisions, claim damages for all additional costs and expenses incurred in obtaining another grantee to complete performance under this agreement, and debar and suspend the Grantee from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or non-use of any one does 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.

f. **Subcontracts.** The Grantee shall include these Grantee Integrity Provisions in its subgrant agreements, contracts, and subcontracts with all subgrantees, contractors, and subcontractors providing goods or services under this agreement. The incorporation of this provision in the Grantee's subgrant agreements, contracts, and subcontracts shall not create privity of contract between the Commonwealth and any subgrantee, contractor, or subcontractor, and no third-party beneficiaries are created by the inclusion of these provisions. If the Grantee becomes aware of a subgrantee's, contractor's, or subcontractor's violation of these provision, the Grantee shall use its best efforts to ensure their compliance with these provisions.

5. CONTRACTOR RESPONSIBILITY

- a. **Definition.** For the purpose of these provisions, the term “Contractor” means as any person, including, but not limited to, a bidder, offeror, loan recipient, grantee or lessor, who has furnished or performed or seeks to furnish or perform, goods, supplies, services, leased space, construction or other activity, under a contract, grant, lease, purchase order or reimbursement agreement with the Commonwealth. The term also includes a permittee, licensee, or any agency, political subdivision, instrumentality, public authority, or other public entity in the Commonwealth.
- b. **Contractor Representations.**
 - i. The Contractor represents for itself and its subgrantees, contractors, and subcontractors required to be disclosed or approved by the Commonwealth, that as of the date of its execution of this agreement, that neither the Contractor, nor any of its subgrantees, contractors, and subcontractors, are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the Contractor cannot make this representation, the Contractor shall submit, along with the agreement, a written explanation of why the certification cannot be made.
 - ii. The Contractor represents that, as of the date of its execution of this agreement, it has no tax liabilities or other Commonwealth obligations, or has filed a timely administrative or judicial appeal, if any liabilities or obligations exist, or is subject to a duly approved deferred payment plan if any liabilities exist.
- c. **Notification.** The Contractor shall notify the Commonwealth if, at any time during the term of the agreement, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if it or, to the best of its knowledge, any of its subgrantees, contractors, or subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. The Contractor shall provide this notification within 15 days of the date of suspension or debarment.
- d. **Default.** The Contractor’s failure to notify the Commonwealth of its suspension or debarment by the Commonwealth, any other state, or the federal government constitutes an event of default of the agreement with the Commonwealth.
- e. **Reimbursement.** The Contractor shall reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of State Inspector General for investigations of the Contractor's compliance with the terms of this agreement or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the Contractor. These costs include, but are not limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor’s suspension or debarment.
- f. **Suspension and Debarment List.** The Contractor may obtain a current list of suspended and debarred Commonwealth contractors by visiting the eMarketplace website at <http://www.emarketplace.state.pa.us> and clicking the Debarment list tab.

6. AMERICANS WITH DISABILITIES ACT

- a. **No Exclusion.** Pursuant to the Americans with Disabilities Act, 42 U.S. Code § 12101, et seq., no qualified individual with a disability may, on the basis of the disability, be excluded from participation in this agreement or from activities provided for under this agreement.
- b. **Compliance.** For all goods and services provided pursuant to this agreement, the Grantee shall comply with Title II of the Americans with Disabilities Act, the "General Prohibitions Against Discrimination" set forth in 28 C. F. R. § 35.130, and all other regulations promulgated under Title II of the Americans with Disabilities Act that apply to state and local governments.
- c. **Indemnification.** The Grantee shall indemnify the Commonwealth against all third-party claims, suits, demands, losses, damages, costs, and expenses, including without limitation, litigation expenses, attorneys' fees, and liabilities, arising out of or in connection with the Grantee's failure or its employee's or agent's failure to comply with the provisions of paragraph a, as determined by the Commonwealth in its sole discretion.

7. APPLICABLE LAW AND FORUM

This agreement is governed by and must be interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania (without regard to any conflict of laws provisions) and the decisions of the Pennsylvania courts. The Grantee consents to the jurisdiction of any court of the Commonwealth of Pennsylvania and any federal courts in Pennsylvania and waives any claim or defense that such forum is not convenient or proper. Any Pennsylvania court or tribunal has in personam jurisdiction over the Grantee, and the Grantee consents to service of process in any manner authorized by Pennsylvania law. This provision may not be interpreted as a waiver or limitation of the Commonwealth's rights or defenses.

8. RIGHT TO KNOW LAW

- a. **Applicability.** The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, ("RTKL") applies to this agreement.
- b. **Grantee Assistance.** If the Commonwealth needs the Grantee's assistance in any matter arising out of the RTKL related to this agreement, the Commonwealth shall notify the Grantee that it requires the Grantee's assistance, and the Grantee shall provide to the Commonwealth:
 - i. access to, and copies of, any document or information in the Grantee's possession (Requested Information) arising out of this agreement that the Commonwealth reasonably believes is a public record under the RTKL, within ten calendar days after receipt of written notification; and
 - ii. any other assistance as the Commonwealth may reasonably request, in order to comply with the RTKL with respect to this agreement.
- c. **Trade Secret or Confidential Proprietary Information.** If the Grantee considers the Requested Information to include a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or other information that the Grantee considers exempt from production under the RTKL, the Grantee shall notify the Commonwealth and provide, within seven calendar days of receipt of the written notice a written

statement, signed by a representative of the Grantee, that explains why the requested material is exempt from public disclosure under the RTKL. If the Commonwealth determines that the Requested Information is clearly not exempt from disclosure, the Grantee shall provide the Requested Information to the Commonwealth within five business days of receipt of written notice of the Commonwealth's determination.

d. **Reimbursement**

- i. **Commonwealth Reimbursement.** If the Grantee fails to provide the Requested Information and the Commonwealth is ordered to produce the Requested Information, the Grantee shall reimburse the Commonwealth for any damages, penalties, or costs that the Commonwealth may incur as a result of the Grantee's failure, including any statutory damages assessed against the Commonwealth.
 - ii. **Grantor Reimbursement.** The Commonwealth will reimburse the Grantee for any costs that the Grantee incurs as a direct result of 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.
- e. **Challenges of Commonwealth Release.** The Grantee may file a legal challenge to any Commonwealth decision to release a record to the public with the Office of Open Records, or in the Pennsylvania Courts, however, the Grantee shall reimburse the Commonwealth for any legal expenses incurred by the Commonwealth as a result of the challenge, including any damages, penalties or costs that the Commonwealth may incur as a result of the Grantee's legal challenge, regardless of the outcome.
- f. **Waiver.** As between the parties, the Grantee waives all rights or remedies that may be available to it as a result of the Commonwealth's disclosure of Requested Information pursuant to the RTKL.
- g. **Survival.** The Grantee's obligations contained in this Section survive the termination or expiration of this agreement.

9. OFFSET

The Commonwealth may set off the amount of any state tax liability or other obligation of the Grantee, or its subsidiaries, owed to the Commonwealth against any payments due the Grantee under any contract between the Commonwealth and Grantee.

10. AUTOMATED CLEARING HOUSE (ACH) PAYMENTS

- a. **Payment Method.** The Commonwealth shall make payments to the Grantee through the Automated Clearing House (ACH). Within 10 days of the grant award, the Grantee must submit or must have submitted its ACH information within its user profile in the Commonwealth's Master Database. The Grantee may enroll to receive remittance information via electronic addenda and email (e-Remittance). ACH and e-Remittance information is available at the following:

<https://www.budget.pa.gov/Services/ForVendors/Pages/Direct-Deposit-and-e-Remittance.aspx>

- b. **Unique Identifier.** The Grantee must submit a unique invoice number with each invoice submitted. The Commonwealth shall list the Grantee's unique invoice number on its ACH remittance advice to enable the Grantee to properly apply the state agency's payment to the respective invoice or program.
- c. **ACH Information in the Commonwealth's Master Database.** The Grantee shall ensure that the ACH information contained in Commonwealth's Master Database is accurate and complete. The Grantee's failure to maintain accurate and complete information may result in delays in payments.

11. WORKER PROTECTION AND INVESTMENT

The Grantee shall comply with all applicable Pennsylvania state labor laws and worker safety laws including, but not limited to, the following:

- a. Construction Workplace Misclassification Act;
- b. Employment of Minors Child Labor Act;
- c. Minimum Wage Act;
- d. Prevailing Wage Act;
- e. Equal Pay Law;
- f. Employer to Pay Employment Medical Examination Fee Act;
- g. Seasonal Farm Labor Act;
- h. Wage Payment and Collection Law;
- i. Industrial Homework Law;
- j. Construction Industry Employee Verification Act;
- k. Act 102: Prohibition on Excessive Overtime in Healthcare;
- l. Apprenticeship and Training Act; and
- m. Inspection of Employment Records Law.