COUNTY OF BERKS

Request for Proposals #17-06-CN

PA CareerLink® Berks County Operator &
Provider of Workforce Innovation Opportunity Act (WIOA)
Title I Adult and Dislocated Worker Services

Issued on February 4, 2017

Pre-Proposal Conference
Friday, February 10, 2017, 9:00 A.M.
Refer to Section 1, paragraph 1.2 for details

Submittal Deadline:
Monday, March 13, 2017, 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
Candace L. Noll, Senior Contractor Coordinator
Tel: 610-478-6168 Fax: 610-898-7404
Email: cnoll@countyofberks.com
Mailing Address: Berks County Services Center, 633 Court St. - 13th Floor, Reading, PA, 19601
Website: www.countyofberks.com

This Request for Proposals (RFP) package consists of 113 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.
# TABLE OF CONTENTS

## SECTIONS

<table>
<thead>
<tr>
<th>Section</th>
<th>Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>One</td>
<td>Introduction and Instructions</td>
</tr>
<tr>
<td>Two</td>
<td>Method of Contractor Selection</td>
</tr>
<tr>
<td>Three</td>
<td>Standard Contract Information</td>
</tr>
<tr>
<td>Four</td>
<td>Specifications</td>
</tr>
<tr>
<td>Five</td>
<td>Proposal Format and Content</td>
</tr>
<tr>
<td>Six</td>
<td>Evaluation Criteria and Process</td>
</tr>
</tbody>
</table>

## ATTACHMENTS

<table>
<thead>
<tr>
<th>Attachment</th>
<th>Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attachment A</td>
<td>Proposed Form of Agreement and General Conditions</td>
</tr>
<tr>
<td>Attachment B</td>
<td>HIPAA Business Associate Agreement</td>
</tr>
<tr>
<td>Attachment C</td>
<td>Non-Collusion Affidavit Form</td>
</tr>
<tr>
<td>Attachment D</td>
<td>Financial Status Report (FSR) Template</td>
</tr>
<tr>
<td>Attachment E</td>
<td>Request for Program Funds (RFF) Template</td>
</tr>
<tr>
<td>Attachment F</td>
<td>Budget Sheets</td>
</tr>
<tr>
<td>Attachment G</td>
<td>Proposers Fact Sheet</td>
</tr>
<tr>
<td>Attachment H</td>
<td>Berks County Workforce Development Board Grievance Hearing Procedure</td>
</tr>
</tbody>
</table>
SECTION ONE - Introduction and Instruction

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

The County of Berks (hereinafter “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 providing PA CareerLink® Berks County Operator & Provider of WIOA Title I Adult and Dislocated Worker services as further detailed in the specifications 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 in the PA CareerLink®, Room 100 on Friday, February 10, 2017, beginning promptly at 9:00 A.M. The PA CareerLink®, Room 100 is located at 1920 Kutztown Road, Suite F, Reading, Pennsylvania, 19604. 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 P.M., local prevailing time, Monday, March 13, 2017 (“Proposal Deadline”). The County Controller’s time clock shall be considered the official time. Proposals received after the Proposal Deadline will not be considered. Refer to Section 5, paragraph 5.1 for specific Proposal submittal instructions.

Proposals will be opened publicly at 2:15 P.M., local prevailing time, in the Commissioners’ Board Room, 13th Floor, County Services Center the same day, Monday, March 13, 2017. 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 seven (7) 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 company’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 company’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
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:
a. 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.

b. 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.

c. To supplement, amend, substitute, or otherwise modify this RFP at any time prior to the execution of the Agreement.

d. 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.

e. 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.

f. 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.

g. 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.

h. To request that one or more of the Proposers modify their Proposals or provide additional information.

i. To request additional or clarifying information from any Proposer at any time, including information inadvertently omitted by a Proposer.

j. To require that Proposers appear for interviews and/or presentations of their Proposals at County offices.

k. 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.

l. 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 RFP Timeline

Following is the County’s estimated timeline for the RFP process:

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Issue RFP</td>
<td>Friday, February 4, 2017</td>
</tr>
<tr>
<td>Pre-Proposal Conference</td>
<td>Friday, February 10, 2017</td>
</tr>
<tr>
<td>Cutoff for Submission of Written Questions</td>
<td>Friday, March 3, 2017</td>
</tr>
<tr>
<td>Deadline for Submission of Proposals</td>
<td>Monday, March 13, 2017</td>
</tr>
<tr>
<td>Opening of Submitted Proposals</td>
<td>Monday, March 13, 2017</td>
</tr>
<tr>
<td>County’s Review of Proposals</td>
<td>March 13, 2017 – March 24, 2017</td>
</tr>
<tr>
<td>Notify Short List Firms</td>
<td>Monday, March 27, 2017</td>
</tr>
<tr>
<td>Interview Short List Firms</td>
<td>April 3 – 7, 2017</td>
</tr>
</tbody>
</table>
SECTION 2 – Method of Contractor 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 a two-year Agreement term with the option of extending the term of the Agreement for an additional two one-year renewal options upon the mutual agreement of the parties. If goals are met and/or exceeded, the Contractor may be asked to submit a program narrative revision and/or a budget modification request. Renewal may be granted for the subsequent program year based on programming need, past performance, and the availability of funds. The Contractor should be prepared to begin operations on July 1, 2017.

The option provision shall be within the sole and exclusive discretion of the County to exercise and shall not obligate the County to extend the Agreement.

Amounts of Services to be purchased by County in any additional twelve (12) month period shall be dependent upon the availability of funds and participant demand.

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 – Specifications**

4.1 **Introduction/Background**

4.1.1. 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 WDB staff members performs the procurement, contracting and administrative systems functions required to support the goals of these funds. The PA CareerLink® Berks County (BCCL) is the Workforce Development Board’s principal provider of operational services and the gateway to the workforce development system in Berks County.

4.1.2. The WDB is responsible for development, oversight, implementation and leadership of the publicly-funded Berks County workforce system, which provides workforce services for all cities, townships, and boroughs within Berks County, located in eastern Pennsylvania. Services are determined by the WDB through a variety of research methods, including traditional demographic and labor market information, review of real-time labor market data, sector partnerships convened by the WDB, general market surveys, and many other methods. Services are provided through the BCCL, which is the One Stop Career Center (OSCC) for the WDB region. BCCL is currently a partnership of workforce organizations with resources and expertise in serving companies and job seekers within Berks County.
4.1.3. The BCCL has been providing these services, meeting all federal and state-set goals and benchmarks, since 1999. Until July, 2015, WDB funding was provided primarily through Federal Workforce Investment Act (WIA), along with other state and federal grants.

4.1.4. In 2014, Congress replaced WIA with the Workforce Innovation & Opportunity Act (WIOA). WIOA requires all WDBs across the country to procure a One Stop Operator and Title I Adult and Dislocated Services Provider (OSO/TI) for the BCCL through a competitive RFP process. WIOA strives for a higher level of service quality for employers and job seekers through better alignment of education, economic development and workforce development systems at the state, regional and local level. WIOA maintains the primary service delivery structure, the nation’s network of one-stop career centers (PA CareerLink® in Pennsylvania), but challenges center operators with higher expectations for partner investments, system leadership, engaging employers, sector strategies, prioritizing services for under-served populations, and achieving better performance outcomes.

4.1.5. The PA CareerLink® Berks County is physically located in the City of Reading, PA. During the program year beginning July 1, 2015 the PA CareerLink® Berks County logged foot traffic over 26,063, served 2,198 unemployment compensation claimants, served over 411 individual businesses, wrote 134 Individual Training Accounts and 59 work-based training contracts, issued 306 WorkKeys Career Readiness Certificates, hosed 60 employer recruitments, and conducted 3 job fairs. Reading is the fifth largest city in the Commonwealth of Pennsylvania with a population of over 88,000. The 2010 U.S. Census identified the City of Reading as being home to the highest percentage of citizens living in poverty in the nation. In 2016 the City’s population makes up an important component of the County of Berks’ 216,000 member labor force. The County’s current record number of good-paying jobs (the County unemployment rate of 5.4% is well below Pennsylvania’s rate of 5.8%) is supplemented by many opportunities opening up to replace aging manufacturing and other skilled workers who are now retiring in large numbers (there are 179,000 non-farm jobs near record high established earlier this year). The Berks County service area is also home to more than 8700 business establishments who are potential customers.

4.1.5.1. Information on the WDB, Transitional Plan effective May 31, 2016 and other related documents can be found at http://www.co.berks.pa.us/Dept/CareerLink/Pages/default.aspx.

4.1.5.2. Information on current and historic performance for the WDB/BCCL can be viewed at http://www.co.berks.pa.us/Dept/CareerLink/Pages/default.aspx.

4.1.5.3. The current WDB budget, including all federal and state resources for personnel, non-personnel, and training, is approximately $6 million. (Note that local allocation vary from year to year based on DOL formula and state budgets.)

4.1.6. Elementary schools and Secondary schools are not eligible to be selected as the One-Stop Operator/Service Provider.

4.1.7. Federal and state law requires that the OSO/IT coordinate the service delivery of required one-stop partners and service providers for Berks County.

4.1.8. Reference the WIOA Joint Rule for Unified and combined State Plans, Performance Accountability, and the One-Stop System Joint Provisions; Final Rule for detail concerning one-stop operation and requirements and the WIOA; Final Rule for Title I requirements. The
successful proposer is expected to be responsive to all subsequent WIOA implementing regulations and clarifications issued by the United States Department of Labor and/or the Commonwealth of Pennsylvania Department of Labor and Industry.

4.2. **Program Summary**
The Berks County Workforce Development Board (WDB), a single County Workforce Development Area located in Southeast Pennsylvania, is seeking a results-oriented, customer-focused entity to become the Provider of Workforce Innovation and Opportunity Act Title I Adult and Dislocated Worker Services and the Operator of the PA CareerLink® Berks County.

4.3. **Program Goals and Objectives**
There are two distinct goals/objectives. The first, as the Provider of Workforce Innovation and Opportunity Act Title I Adult and Dislocated Worker Services is to provide exceptional customer service to eligible individuals while working as an independent but cooperative provider of services within the PA CareerLink® Berks County. The second, as the Operator of the PA CareerLink® Berks County is to provide coordination of those services offered in the PA CareerLink® in an unbiased fashion while ensuring each service provider the optimal environment in which to successfully meet the needs of their customers.

4.4. **Scope of Work**

4.4.1. PA CareerLink® Berks County Operator: Services to Be Performed, Responsibilities, and Operational Parameters

4.4.1.1. The items identified in Sections 4.4.1.1.1 through 4.4.1.1.7 are examples of the responsibilities and duties that are expected to be performed by the successful proposer. These items are not comprehensive and will likely expand as circumstances require.

4.4.1.1.1. **PA CareerLink® Administrator**
The WDB sees two scenarios for the reporting relationship of the PA CareerLink® Administrator to the operator. Scenario I is a purely functional relationship where the PA CareerLink® Administrator reports to the operator but is selected by the WDB and employed by an entity other than the operator. Under Scenario II the operator is also the employer of record for the PA CareerLink® Administrator. Scenario I will be in place during the initial two years of the contract with the successful proposer. Scenario II will be in place after the initial two year period has expired or may need to be put in place earlier if the PA CareerLink® Administrator identified in Scenario I leaves prior to the completion of the initial two year period.

4.4.1.1.1.1. **Scenario I**

4.4.1.1.1.1.1. The WDB has identified Patricia Adamczyk to be the PA CareerLink® Administrator during the initial two year period of the contract with the successful proposer. Ms. Adamczyk has been the PA CareerLink® Administrator for Berks County since the inception of the one-stop system in Pennsylvania. Her continued tenure in the position of PA CareerLink® Administrator will provide necessary continuity during the transition from the one-stop operator consortia model to a procured operator and the transition from Title I services being


provided by County of Berks staff to Title I Adult and Dislocated Worker services also being procured.

4.4.1.1.1.2. The employer of record for Ms. Adamczyk will be the Commonwealth of Pennsylvania. The successful proposer will have a functional supervisory role over Ms. Adamczyk.

4.4.1.1.1.3. Ms. Adamczyk will be directly responsible for items 4.4.1.1.2 through 4.4.1.1.5.

4.4.1.1.2. Scenario II

4.4.1.1.2.1. The successful proposer will be the employer of record for the PA CareerLink® Administrator.

4.4.1.1.2.2. In a case where the successful proposer is also the operator of programs in the PA CareerLink® Berks County, a very strict division of responsibilities must be delineated. In short, there may be no actual or implied administrative supervisory relationship between the PA CareerLink® Administrator and other program staff. A written agreement must be developed with the WDB that clarifies how the organization will carry out its responsibilities while demonstrating compliance with WIOA and corresponding regulations, OMB 2 CFR Chapter I, Chapter II, Part 200, the Uniform Code, and Pennsylvania conflict of interest policy (WIOA Final Rule, 679.430).

4.4.1.1.2.3. A detailed job description for the PA CareerLink® Administrator must be included in the proposal.

4.4.1.1.2.4. The WDB reserves the right to reject any candidate for the position of PA CareerLink® Administrator the successful proposer may propose/select.

4.4.1.1.2.5. It is expected that the PA CareerLink® Administrator will be directly responsible for items 4.4.1.1.2 through 4.4.1.1.5.

4.4.1.1.2.6. This PA CareerLink® Administrator must have a comprehensive knowledge of WIOA and all subsequent rules and regulations as well as Commonwealth policies that impact the one-stop in any way.

4.4.1.2. Partner Coordination

4.4.1.2.1. The following entities represent the required one-stop partners in Berks County:

4.4.1.2.1.1. PA Department of Labor & Industry, Bureau of Workforce Partnership and Operations
4.4.1.1.2.1.1. Wagner-Peyser, Trade Act, Veterans Employment Services, Rapid Response, Foreign Labor Certification

4.4.1.1.2.1.2. County of Berks

4.4.1.1.2.1.2.1. WIOA Title I, Temporary Assistance for Needy Families (TANF), TANF Youth Development, Industry Partnerships

4.4.1.1.2.1.3. Council of Three Rivers American Indian Center

4.4.1.1.2.1.3.1. Native American programs

4.4.1.1.2.1.4. United Community Services

4.4.1.1.2.1.4.1. YouthBuild

4.4.1.1.2.1.5. PA Department of Human Services, Berks County Assistance Office

4.4.1.1.2.1.5.1. TANF and Supplemental Nutrition Assistance Program (SNAP)

4.4.1.1.2.1.6. Berks Career & Technology Center

4.4.1.1.2.1.6.1. Carl D. Perkins Vocational and Applied Technology Education Act

4.4.1.1.2.1.7. Reading Muhlenberg Career & Technology Center

4.4.1.1.2.1.7.1. Carl D. Perkins Vocational and Applied Technology Education Act

4.4.1.1.2.1.8. PA Department of Labor & Industry, Office of Vocational Rehabilitation

4.4.1.1.2.1.8.1. Rehabilitation Act

4.4.1.1.2.1.9. Pathstone

4.4.1.1.2.1.9.1. National Farmworkers Program

4.4.1.1.2.1.10. Reading Area Community College

4.4.1.1.2.1.10.1. WIOA Title II

4.4.1.1.2.1.10.2. Carl D. Perkins Vocational and Applied Technology Education Act
4.4.1.2.1.11. PA Department of Labor & Industry, Unemployment Compensation

4.4.1.2.1.11.1. Unemployment Compensation

4.4.1.2.2. Provide functional supervision for the managers of the following programs:

4.4.1.2.2.1. Title I Youth, Adult, and Dislocated Worker

4.4.1.2.2.2. Business Services

4.4.1.2.2.3. EARN

4.4.1.2.2.4. Wagner-Peyser, Trade Act, Veterans Employment Services, Rapid Response, Foreign Labor Certification (State merit staff provide these services in the one-stop and must be managed in accordance with Pennsylvania policies and procedures)

4.4.1.2.3. Maintain regular communication with one-stop partners through regularly scheduled meetings that provide for partner feedback and a means to work through disagreements and other issues.

4.4.1.2.4. Maintain regular communication with one-stop governing entities as described in PA CareerLink® Partner Agreement.

4.4.1.2.5. Tracks and implements the negotiated PA CareerLink® Partner Agreement.

4.4.1.2.6. Identify and recruit PA CareerLink® partners, including required partners, as appropriate and present for WDB approval.

4.4.1.2.7. Create and maintain the Staffing Survey for the annual Resource Sharing Agreement Budget and subsequent modifications.

4.4.1.2.8. Knows and understands the parameters under which the partners provide services and each partner’s required performance measures.

4.4.1.3. Service Delivery Coordination

4.4.1.3.1. Maintain regular communication with program managers through regularly scheduled meetings that provide for program coordination, feedback and a means to work through disagreements and other issues.

4.4.1.3.2. Identify opportunities to provide enhanced customer service and center efficiencies.

4.4.1.3.3. Provides a bridge to business services.
4.4.1.1.3.4. Promote the effective functioning of the PA CareerLink® Employer Outreach Team (EOT) to ensure employer outreach activities are well coordinated. The EOT consists of the Business Services Team and job developers providing services to Adult and Dislocated Workers, Young Adults, EARN, and Industry Partnerships.

4.4.1.1.3.5. Identify the need for existing policy clarification or the need for new policies.

4.4.1.1.3.6. Ensure the Functions and Services as identified in the Department of Labor & Industry Workforce Delivery System Policy, WSP 02-2014v2, or subsequent policy, are provided in the one-stop.

4.4.1.1.3.7. Establish an environment in which service integration is not only encouraged but an expectation of center partners to the extent permissible under personnel rules, collective bargaining agreements and federal/state/local policy.

4.4.1.1.3.8. Ensure center staff adhere to all applicable policies and procedures.

4.4.1.1.3.9. Ensure PA CareerLink® staff participate in appropriate Rapid Response activities.

4.4.1.1.3.10. Ensure center staff present a professional and positive image.

4.4.1.1.3.11. Develop and update, with assistance from program managers and other partners, customer flow through the one-stop.

4.4.1.1.3.12. Identify opportunities for center staff training and coordinate that training as appropriate.

4.4.1.1.3.13. Maintain PA CareerLink® Organization Chart.


4.4.1.1.3.15. Maintain staff handbook.

4.4.1.1.3.16. Schedule and develop agenda for full staff meetings.

4.4.1.1.3.17. Review all On-the-Job Training (OJT) and Transitional Employment (TE) applications.

4.4.1.1.3.18. Assist in the development of annual training (Individual Training Account (ITA), OJT, TE) budget. Maintain training spreadsheet.

4.4.1.1.3.19. Approve/disapprove Waivers to the ITA and Work-based Training Policies.

4.4.1.1.3.20. Function as Equal Opportunity Liaison for PA CareerLink® Berks County as required by the Commonwealth of Pennsylvania.
4.4.1.1.3.21. Maintain and distribute as appropriate PA CareerLink® Berks County Brochure

4.4.1.1.3.22. Maintain and distribute as appropriate Social Services Brochure.

4.4.1.1.3.23. Maintain and distribute as appropriate the Continuous Improvement Summary.

4.4.1.1.3.24. Submit Manager’s Quarterly Report on Services to Veterans.

4.4.1.1.3.25. Maintain and distribute as appropriate Veterans Priority of Service handouts.

4.4.1.1.3.26. Establish and maintain an effective service recovery procedure that addresses customer complaints in a timely and efficient manner.

4.4.1.1.3.27. Establish and address a system to gather and assess internal customer satisfaction data and addresses the results.

4.4.1.1.3.28. Evaluate each contracted service provider’s integration into the PA CareerLink®. This will be a pass/fail grade provided to the WDB and will become part of the contractor’s overall performance.

4.4.1.1.4. Community Outreach

4.4.1.1.4.1. Ensure all programs identify as PA CareerLink® Berks County rather than individual program contracted agency.

4.4.1.1.4.2. Develop yearly outreach plan in consultation with, and approval by, the WDB.

4.4.1.1.4.3. Communicate directly with media (Reading Eagle, etc.) and community outreach agencies.

4.4.1.1.4.4. Ensure Job Fair occurs at a frequency and quality level that meets employer and job seeker needs.

4.4.1.1.4.5. Maintain Greater Reading Chamber of Commerce and Industry membership.

4.4.1.1.4.6. Identify items for inclusion on the PA CareerLink® Berks County website.

4.4.1.1.4.7. Develop and maintain positive relationships with community, education and public leaders as appropriate acting as an ambassador for the PA CareerLink® Berks County.

4.4.1.1.4.8. Address media or public requests for labor market or workforce related information in cooperation with the local WDB.
4.4.1.1.4.9. Arrange and/or participate in presentations on the PA CareerLink® system and services for civic and community organizations.

4.4.1.1.4.10. Identify items for inclusion on social media.

4.4.1.1.5. Supervision of Facility

4.4.1.1.5.1. Execute member agreements.

4.4.1.1.5.2. Recruit new members as appropriate.

4.4.1.1.5.3. Ensure facility rental fees are collected and agreements updated as needed.

4.4.1.1.5.4. Identify new means to generate center income.

4.4.1.1.5.5. Update as necessary the Language Assistance Plan for Limited English Proficient Persons.

4.4.1.1.5.6. Ensure scheduling of center rooms meets the needs of all partners and programs.

4.4.1.1.5.7. Identify facility maintenance issues and communicate to appropriate entities.

4.4.1.1.5.8. Ensure Equal Opportunity and Americans with Disability Act requirements are maintained in the PA CareerLink®.

4.4.1.1.5.9. Inventory keys to building.

4.4.1.1.5.10. Manage access to secure door fobs.

4.4.1.1.5.11. Reply to building alarm calls as necessary.

4.4.1.1.5.12. Notify proper news outlets of storm/other center closings, as well as, internal entities as appropriate.

4.4.1.1.5.13. Identify uses for center income.

4.4.1.1.5.14. Maintain Mandatory Workplace Postings bulletin board.

4.4.1.1.5.15. Ensure there is an active Health and Safety committee.

4.4.1.1.5.16. Maximize effective utilization of PA CareerLink® space and resources.

4.4.1.1.6. Technology

4.4.1.1.6.1. A computer will need to be budgeted for the PA CareerLink® Administrator after the initial two-year period provided the renewal option is exercised.
4.4.1.1.6.2. It is expected the successful proposer will develop, or contract with a vendor to develop, a PA CareerLink® Berks County website.

4.4.1.1.6.3. Maintain social media presence.

4.4.1.1.7. Performance Outcomes


4.4.1.1.7.2. Maintain Center Performance and Statistics for distribution and presentation to WDB and others as appropriate. This includes the “By the Numbers” report.

4.4.1.1.7.3. Assures compliance with Commonwealth and WDB certification criteria which is essential for receipt of infrastructure funding.

4.4.1.1.7.4. To evaluate the effectiveness of the PA CareerLink® operating and workplace environment established and maintained by the PA CareerLink® Administrator the following performance goals are expected to be met by the operator:

4.4.1.1.7.4.1. Annual WIOA Title I performance measures that have been negotiated by the WDB.

4.4.1.1.7.4.2. The successful achievement of the mandated outcomes of those programs offered at the PA CareerLink® by the required one-stop partners with significant PA CareerLink® presence.

4.4.1.1.7.4.3. The operator will be responsible for the successful achievement of two additional measures. Percentage levels and the definition and calculation of the measures will be negotiated with the operator. Not currently available. Will not be available until July 1, 2017. The additional measures are:

4.4.1.1.7.4.3.1. The internal collaborative and results oriented leadership of partners in the PA CareerLink®.

4.4.1.1.7.4.3.2. The external positive relationships and influential leadership with the WDB, educators, public officials, economic development and community leaders.

4.4.1.1.8. Relationship to Berks County WDB

4.4.1.1.8.1. Attend WDB meetings, including committee meetings as requested.

4.4.1.1.8.2. Attend WDB Management meetings.

4.4.1.1.8.3. The function of the WDB is to provide overall guidance and expectations to the Operator of the PA CareerLink® Berks County. In
turn it is the responsibility of the one-stop operator to communicate WDB guidance and expectations to the PA CareerLink® Administrator who then provides the daily leadership required to operate a highly successful one-stop.

4.4.1.1.8.4. Maintain open communication with WDB staff.

4.4.1.1.8.5. The WDB is a department within the County of Berks government. The county is the fiscal agent for the PA CareerLink® Berks County. All monetary transactions originate with the WDB. The PA CareerLink® Administrator will be involved with the development of, and manage, the Resource Sharing Agreement budget.

4.4.1.1.9. Required Agreements

4.4.1.1.9.1. The Department of Labor & Industry requires three agreements to be in place for the operation of the PA CareerLink®.

4.4.1.1.9.1.1. Operator Agreement

4.4.1.1.9.1.1.1. This agreement is between the WDB and the Operator of the PA CareerLink® Berks County. It will be an addendum to the contract between the successful proposer and the County of Berks.

4.4.1.1.9.1.2. PA CareerLink® Partner Agreement

4.4.1.1.9.1.2.1. This agreement is between the WDB and the required and optional partners of the PA CareerLink® Berks County. The Operator of the PA CareerLink® Berks County will not be a signatory to this agreement but needs to be familiar with this agreement to ensure partners contribute and participate in the one-stop as outlined in the agreement.

4.4.1.1.9.1.2.2. This agreement will define the governance of the PA CareerLink® Berks County.

4.4.1.1.9.1.3. PA CareerLink® Resource Sharing Agreement (RSA)

4.4.1.1.9.1.3.1. This agreement is between the WDB and the required and optional partners of the PA CareerLink® Berks County. The Operator of the PA CareerLink® Berks County will not be a signatory to this agreement but needs to be familiar with this agreement. The costs associated with the subsequent contract between the successful proposer and the County of Berks will be shown on the RSA.

4.4.2. Provision of Title I Adult and Dislocated Worker Services
4.4.2.1. Target Group

4.4.2.1.1. Individuals age 18 and over.

4.4.2.1.2. While the WDB expects the successful proposer to serve all individuals who can benefit from PA CareerLink® Berks County Adult/Dislocated Worker services the Commonwealth of Pennsylvania in Workforce System Policy 05-2015 requires the local boards to prioritize services to individuals with barriers to employment under WIOA Title I Adult funding. Specifically, the goal for each local area is to serve a greater percentage of Adult customers from the priority targeted groups than all other individuals (at least 51% of Adult participants from priority groups). Local areas are expected to conduct active outreach to recruit the priority groups if they are not meeting the goal. See the referenced policy for more information.

4.4.2.1.3. The demographic break-down for individuals exiting programs in the period October 1, 2014 to September 30, 2015 is as follows (note that the Adult number is only through the first three quarters of the indicated period):

<table>
<thead>
<tr>
<th>Category</th>
<th>Adult</th>
<th>Dislocated Worker</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total</td>
<td>75</td>
<td>186</td>
</tr>
<tr>
<td>Male</td>
<td>38</td>
<td>107</td>
</tr>
<tr>
<td>Female</td>
<td>37</td>
<td>79</td>
</tr>
<tr>
<td>16-21</td>
<td>3</td>
<td>1</td>
</tr>
<tr>
<td>22-34</td>
<td>27</td>
<td>28</td>
</tr>
<tr>
<td>35-44</td>
<td>12</td>
<td>46</td>
</tr>
<tr>
<td>45-54</td>
<td>21</td>
<td>64</td>
</tr>
<tr>
<td>55-64</td>
<td>10</td>
<td>41</td>
</tr>
<tr>
<td>65+</td>
<td>2</td>
<td>6</td>
</tr>
<tr>
<td>White Only</td>
<td>35</td>
<td>122</td>
</tr>
<tr>
<td>Black Only</td>
<td>7</td>
<td>16</td>
</tr>
<tr>
<td>Hispanic Only</td>
<td>13</td>
<td>23</td>
</tr>
<tr>
<td>Other Race</td>
<td>16</td>
<td>14</td>
</tr>
<tr>
<td>Less than HS</td>
<td>6</td>
<td>6</td>
</tr>
<tr>
<td>HS Dip/GED</td>
<td>9</td>
<td>42</td>
</tr>
<tr>
<td>Some PS</td>
<td>3</td>
<td>13</td>
</tr>
<tr>
<td>Associate Degree</td>
<td>0</td>
<td>4</td>
</tr>
<tr>
<td>Bachelor’s Degree</td>
<td>5</td>
<td>7</td>
</tr>
<tr>
<td>Post-Grad</td>
<td>4</td>
<td>4</td>
</tr>
<tr>
<td>Other Education</td>
<td>2</td>
<td>4</td>
</tr>
<tr>
<td>Disabled</td>
<td>11</td>
<td>14</td>
</tr>
<tr>
<td>Veteran</td>
<td>10</td>
<td>31</td>
</tr>
<tr>
<td>Low Income</td>
<td>24</td>
<td>15</td>
</tr>
<tr>
<td>TANF</td>
<td>7</td>
<td>1</td>
</tr>
<tr>
<td>SSI</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Other Assistance</td>
<td>26</td>
<td>17</td>
</tr>
<tr>
<td>Offender</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Homeless</td>
<td>1</td>
<td>0</td>
</tr>
<tr>
<td>LEP</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Single Parent</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>
4.4.2.2. Staffing

4.4.2.2.1. Staff must be sufficient to meet the requirements of the service level. All staff will be members of the Career Services Team at the PA CareerLink® Berks County and will be expected to participate in all PA CareerLink® Berks County work related activities.

4.4.2.2.2. Eleven employees currently staff the Career Services Team. This is broken down as follows: 1 manager, 4 part-time employees to staff the Resource Room, and 6 full-time staff. 50% of the Career Services Team is bi-lingual in English and Spanish. It is expected that any of the current staff desiring to transition to the new provider of Title I Adult and Dislocated Worker services be granted an interview as the successful bidder builds the Berks County program staff. The WDB holds no requirement of an offer of employment, only that interested employees displaced by the procurement of Title I Adult and Dislocated Worker services be granted a full-faith interview for open positions that fit the dislocated employee’s skills and experience.

4.4.2.3. Hours of Operation

4.4.2.3.1. Regular hours will match those of the PA CareerLink® Berks County but extended hours and weekend hours are permissible and encouraged.

4.4.2.4. Coordination with PA CareerLink® Berks County

4.4.2.4.1. The successful proposer will be expected to locate all personnel assigned to this initiative in the Pennsylvania CareerLink® Berks County facility at 1920 Kutztown Road, Suite F in the City of Reading, PA, and to insist that all such assigned staff identify themselves in all their public dealings as staff of the Pennsylvania CareerLink® Berks County, not their employing or “parent” organization. While direct management will be the responsibility of the One Stop Operator, the Workforce Development Board will administer the contract to include oversight and monitoring.

4.4.2.4.2. The proposer will not become a signatory to the Resource Sharing Agreement that allocates common costs among the partners. The costs shared include:

4.4.2.4.2.1. Shared Staff

4.4.2.4.2.2. Facilities

4.4.2.4.2.3. Resource Room

4.4.2.4.2.4. Operation Expenses

4.4.2.4.2.5. One Stop Operator

4.4.2.4.3. Costs are allocated on a pro-rate share based on staffing levels, except for direct-billed charges.
4.4.2.4. Resource Sharing Agreement costs are variable based on projected expenses and number of partners and staff as such these costs will not be included as part of your budgeted costs. Do not include the following items in the budget submitted to operate your proposed program: rent, utilities, cleaning, trash and recycling, telephone (land lines), copying and postage.

4.4.2.5. Each of the program operators in the PA CareerLink® Berks County is responsible for their own personnel costs, including wages, fringes, travel, and other expenses. At the current time the Front Desk Reception position, building security, and the CareerLink Administrator position are the only staff costs included in the Resource Sharing Agreement.

4.4.2.5. Services to Be Performed

4.4.2.5.1. The duties of the selected contractor will include the following:

4.4.2.5.1.1. Determination of participant eligibility.

4.4.2.5.1.2. Administration of WorkKeys Assessments and the WIN system.

4.4.2.5.1.3. Management and staffing of the Resource Room. The Resource Room has 22 computers (14 are maintained by the Commonwealth. 8 are maintained by the County).

4.4.2.5.1.4. Back-up for PA CareerLink® Receptionist as needed.

4.4.2.5.1.5. Data entry of participant activity and case note entry into CWDS (the Commonwealth Workforce Development System).

4.4.2.5.1.6. Completion of customer tracking forms for submittal to the WDB.

4.4.2.5.1.7. Customer file maintenance, including scanning of all completed files to the County network.

4.4.2.5.1.8. The successful proposer will assist the WDB in the development of career pathways.

4.4.2.5.1.9. Provision of basic and individualized career services and training services as appropriate for customers of the PA CareerLink® Berks County. This will include orientations, workshop facilitation and case management services.

4.4.2.5.1.10. Provide informed and objective career path consulting for job seeker customers in collaboration with other on-site partners.

4.4.2.5.1.11. Provide access to training services via the WIOA Eligible Training Provider List (ETPL) and implement individual training accounts (ITAs) for customers in accord with WDB policies and guidance.
4.4.2.5.1.12. Provide access to work-based training (on-the-job training and transitional employment) for customers in accord with WDB policies and guidance.

4.4.2.5.1.13. Coordinate supportive services (transportation, child care, educational materials, and others as needed) to assist job seekers in participating in education and training and maintain relationships with organizations that can provide such services.

4.4.2.5.1.14. Coordination of Rapid Response activities (WIOA Final Rule 682.300).

4.4.2.5.1.15. The successful proposer will be expected to make presentations to market PA CareerLink® adult and dislocated worker services to the community through onsite presentations at local agencies, tours of PA CareerLink® Berks County, presentations to industry groups, and other means deemed appropriate.

4.4.2.5.1.16. Identify policy issues that will need to be addressed locally by the WDB and local elected officials, or issues that the WDB and local elected officials will need to address with the state, that impact customer service quality and propose solutions to address these issues.

4.4.2.6. Technology

4.4.2.6.1. The WDB will provide the Title I provider with eight (8) personal computers, running Windows 7 and Office 2010, one (1) laser printer, for your proposed staff. The successful proposer will need to budget funds for any additional computers to be utilized for the program. As these eight computers reach their useful life the successful proposer will need to budget for replacements.

4.4.2.6.2. The successful proposer will provide their own internet and network access for Title I services.

4.4.2.7. Performance Outcomes

4.4.2.7.1. Performance standards will be used by the WDB to evaluate the success of the program. Staff from the WDB will use these standards when monitoring the program to determine if satisfactory progress is being made.

4.4.2.7.2. Performance measures:

4.4.2.7.2.1. 62% of exited customers are in unsubsidized employment in the second quarter after the exit quarter

4.4.2.7.2.2. 62% of exited customers are in unsubsidized employment in the fourth quarter after the exit quarter

4.4.2.7.2.3. $5,000 shall be the median earnings of exited customers in unsubsidized employment in the second quarter after the exit quarter
4.4.2.7.2.4. 55% of customers enrolled in an education or training program (excluding work-based training) will have obtained a recognized post-secondary credential, high-school diploma or GED at exit. To be counted positively a customer achieving a high-school diploma or GED must also be placed in employment or in an education or training program leading to a recognized post-secondary credential by the fourth quarter after the exit quarter.

4.4.2.7.2.5. 60% of customers enrolled in an education or training program leading to a recognized post-secondary credential or employment must be showing measurable skill gains as defined in WIOA and applicable state regulations.

4.4.2.7.2.6. Effectiveness in serving employers. This measure has yet to be defined by the U.S. Department of Labor.

4.4.2.7.3. The successful integration of program services and staff into the PA CareerLink® Berks County structure is a performance measure applicable to all selected service providers. The successful meeting of this standard will be determined by the PA CareerLink® Berks County Operator.

4.4.3. Administrative Requirements

4.4.3.1. Records

4.4.3.1.1. 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.

4.4.3.2. Program Status Records and Reports

4.4.3.2.1. The Financial Status Report (FSR) must be submitted monthly by the 5th business day on the month following the month being reported.

4.4.3.3. Other Requirements

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

4.4.3.3.2. The contract, 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.

4.4.3.3.3. The contractor must have a working knowledge of WIOA, the OMB Uniform Code, and all subsequent rules/regulations, working knowledge of all Pennsylvania Department of Labor and Industry and Department of Human Services policy related to the programs being reviewed, and working
knowledge of Equal Opportunity and Americans with Disabilities Act regulations.

4.5. **Qualifications / Experience**

4.5.1. **Proposing Firm**

4.5.1.1. **The proposing firm shall at minimum:**

4.5.1.1.1. Have demonstrated past experience in the operation of programs that provide training, job placement, labor market information and career preparation to adults.

4.5.1.1.2. Have demonstrated past performance related to the ability to meet schedules and deadlines on Programs of similar scope and size.

4.5.1.1.3. Have demonstrated past exceptional performance related to quality developing and implementing programming of similar scope and size.

4.5.1.2. It is important to note that “proposing firm” refers to the company that would enter into the Agreement with the County. To be considered, the proposing firm must meet or exceed the benchmarks set forth above on its own merit. The experience and qualifications of firms that the proposing firm will partner with in the performance of this Program, cannot be used to bring a proposing firm’s less than required experience and qualifications up to the benchmark. Also important to note is that the County is not interested in a joint venture Program, but prefers to enter into the Agreement with a single entity.

4.5.1.3. Each proposing firm shall certify that it is not currently under suspension or debarment by the Commonwealth of Pennsylvania or federal government. If the proposing firm cannot so certify, then it shall submit a written explanation of why such certification cannot be made.

4.6. **Program Timeline**

The selected Proposer(s) will be required to begin the work by July 1, 2017 upon receipt of the County’s issuance of the notice to proceed.

SECTION 5 - Proposal Format and Content

5.1. **Submission of Proposal**

5.1.1. Proposals shall be submitted with one (1) original and five (5) copies printed on 8½” x 11” paper, and one (1) electronic copy of Proposal and an electronic excel file of Attachment F, 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 each copy of the Proposal must be a complete copy of the original including all attachments and appendixes.

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 #17-06-CN” and “Sealed Price Proposal – RFP #17-06-CN” 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

5.3.1. Proposals shall include a brief letter which provides the company’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 company’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.

5.3.2. *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
company. 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/Proposer Response

5.5.1. The proposer must respond to all the requirements listed in this section. 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.

5.5.1.1. Introduction to Agency

5.5.1.1.1. Provide a summary of the history of your agency. Provide specific reference to services similar to those described in this RFP.

5.5.1.1.2. The number of years the company has been in business.

5.5.1.1.3. The number of years the company has provided similar services to those indicated in this RFP.

5.5.1.1.4. The type of organization of the company. (i.e. Corporation, Partnership, Sole Proprietorship).

5.5.1.1.5. The names and titles of the company’s principles.

5.5.1.1.6. The company’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.

5.5.1.1.7. Identify if Company holds any current federal certifications for the following:

5.5.1.1.7.1. 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).

5.5.1.1.8. Any and all certifications required or sought after for the services being provided.

5.5.1.1.9. The following questions should be answered thoroughly as part of the Proposal:

5.5.1.1.9.1. What is the company’s main business focus?

5.5.1.1.9.2. What are the strengths of the company and how will the County benefit from those strengths?

5.5.1.1.10. Each Proposal shall address the company’s qualifications for the development and completion of the Services based on the following:

5.5.1.1.10.1. 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. Provide a description of the contracted service(s). Provide contact information within the department for an individual knowledgeable concerning your current or recent contract.
5.5.1.10.2. Identify the program manager and submit this individual’s credentials (work/program experience and education), evidencing his/her work experience. 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 their work experience. If a resume is not available Proposer shall include job descriptions. Include an organizational chart showing the reporting structure of the team members.

5.5.1.10.3. If an individual, provide a comprehensive resume detailing work experience related to the duties and responsibilities requested in this RFP. Provide three professional references.

5.5.1.10.4. Provide examples of working effectively with employers/partners in a workforce development environment.

5.5.1.10.5. Describe successful relationships fostered with local workforce development boards and how that experience will be leveraged under this contract.

5.5.1.10.6. Describe the company’s capacity to execute the Services within the proposed schedule. Describe the company’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.)

5.5.1.10.7. Describe the overall design and customer flow of your program.

5.5.1.2. Program Performance, Promotion and Reporting

5.5.1.2.1. Advise how stated performance goals outlined in Section 4, Clause 4.4.1.1.7 and 4.4.2.7 will be achieved.

5.5.1.2.2. Provide examples of assisting boards to achieve negotiated federal and state performance measures.

5.5.1.2.3. Provide examples of meeting other operational workforce program performance measures.

5.5.1.2.4. Provide examples of quality assurance reporting that has been provided to workforce development boards, grant providers, and/or the community at large.

5.5.1.2.5. Provide examples of successfully prioritizing and expanding local workforce development programs.

5.5.1.2.6. Does your firm have experience with being evaluated on performance goals and measures? If yes, provide documentation of goal achievement and the steps taken to achieve those goals.
5.5.1.2.7. Provide the methodology on how your firm will collect data related to performance goals and measures.

5.5.1.2.8. Complete Proposers Fact Sheet, Attachment G.

5.5.1.2.9. Complete Attachment I, Berks County Workforce Development Board Grievance and Hearing Procedure

5.5.1.3. PA CareerLink® Administrator

5.5.1.3.1. Detail the plan to recruit, select, retain, and manage performance of a high quality PA CareerLink® administrator after the initial two-year period.

5.5.1.3.2. If the proposer currently operates a workforce program in the PA CareerLink® Berks County (or hopes to in the future) discuss the processes and procedures that will ensure a firewall exists between program and PA CareerLink® operations.

5.5.1.3.3. Detail the plan to ensure the administrator has a comprehensive knowledge of WIOA, Wagner-Peyser, Trade Act, Veterans Employment Services, Rapid Response, Foreign Labor Certification, and EARN and all subsequent rules and regulations as well as Commonwealth policies that impact the one-stop in any way.

5.5.1.4. Partner Coordination

5.5.1.4.1. Describe your understanding of functional supervision within a PA CareerLink® and the proposer’s plan to implement functional supervision among the partners.

5.5.1.4.2. Describe the plan to maintain regular and positive communication with and among the partners and governing entities.

5.5.1.4.3. Describe the methodology and decision making process to be used in the recruitment of PA CareerLink® Berks County partners.

5.5.1.5. Service Delivery Coordination

5.5.1.5.1. Fully detail how each item listed under Section 4.4.1.1.3 will be provided.

5.5.1.5.2. Explain how you will ensure the one-stop staff is receiving the proper training that will assure the PA CareerLink® Berks County will meet the criteria necessary to achieve One-Stop Certification as defined in section 678.800 of the Workforce Innovation and Opportunity Act; Joint Rule.

5.5.1.6. Community Outreach

5.5.1.6.1. Describe how the requirements of Section 4.4.1.1.4 will be met.
5.5.1.7. Supervision of Facility

5.5.1.7.1. Detail your experience in facility supervision and how the requirements of Section 4.4.1.1.5 will be met.

5.5.1.8. Provision of Title I Adult and Dislocated Worker Services

5.5.1.8.1. Detail your organization’s staffing plan for the proposed services. Include the following:

5.5.1.8.1.1. Staffing table including number of staff, status (full or part time), location, job function, and case load ratio.

5.5.1.8.1.2. Job descriptions that include job titles, job duties, and minimum qualifications.

5.5.1.8.1.3. Resumes for key staff designated to oversee the proposed service delivery model. At a minimum resume should include education, work history, and any specialized training or certifications relevant to proposed job function. If staff will need to be hired as a result of contract award outline the plan and timeline to hire qualified staff to deliver proposed services.

5.5.1.8.1.4. Describe diversity and inclusion plan to ensure staff reflects the composition of the target population and the broader community.

5.5.1.8.2. Describe how the Resource Room will be managed including anticipated staffing levels and hours of operation.

5.5.1.8.3. Describe how staff will work with job seekers to overcome barriers to employment. Provide a detailed overview of plans to address any or all of the following:

5.5.1.8.3.1. Literacy/education

5.5.1.8.3.2. Disability

5.5.1.8.3.3. Criminal history

5.5.1.8.3.4. Housing

5.5.1.8.3.5. Basic needs

5.5.1.8.3.6. Limited English Proficiency

5.5.1.8.3.7. Other barriers not mentioned above

5.5.1.8.4. Describe how Rapid Response activities will be coordinated with other PA CareerLink® Berks County staff and state-wide efforts.
5.5.1.9. Administrative Requirements

5.5.1.9.1. Describe your organization’s financial and administrative experience and capabilities. Include in the description experience in the following:

5.5.1.9.1.1. Managing and accounting for federal, state and local funding sources in accordance with GAAP.

5.5.1.9.1.2. Conducting self-monitoring for contract performance and compliance.

5.5.1.9.1.3. Developing and implementing a continuous improvement model.

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 company, their spouse, or their child is employed by the County of Berks, and whether or not the company 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. As stated in WIOA, the OSO/TI may be a single entity or a consortium of entities. 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. If the consortium of entities is one of one-stop partners, it must include a minimum of three of the mandated WIOA partners.

5.7.3.1. Eligible applicants for this designation include:

5.7.3.1.1. An Institution of Higher Education;

5.7.3.1.2. An Employment Service State Agency established under Wagner Peyser;

5.7.3.1.3. A Community Based Organization, non-profit organization, or workforce intermediary;

5.7.3.1.4. A private-for-profit entity;

5.7.3.1.5. A government Agency; (i.e., municipality)

5.7.3.1.6. Another interested organization or entity capable of carrying out the duties of the OSO/TI; may include but is not limited to: Chambers of Commerce, Business Organizations, or Labor Organizations;

5.7.3.1.7. Non-traditional public secondary schools such as a night school, adult school, or an area Career and Technical Education Provider.

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.

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 - Specifications, 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. Indicate your understanding of the contracting process and your ability to operate utilizing cost reimbursement method of payment.

5.12.2. Identify sources and amounts of all non Berks County WDB funds including non WIOA funds that are required and will be utilized to operate said program.

5.12.3. **Cost Effectiveness**

5.12.3.1. Justify the **One-Stop Operator** budget.

5.12.3.1.1. An initial two year budget (split as appropriate between the two fiscal years) specific to the costs associated with the operation of the one-stop must be submitted with your proposal. This budget may not include personnel costs for the PA CareerLink® Administrator. To be included in this budget is an outreach budget to include social media, annual membership fees for Greater Reading Chamber of Commerce and Industry ($720.00/year), Reading Eagle Company contract ($5000.00/year), Constant Contact membership ($608.99/year), PA Workforce Development Association conference program book ($425.00), miscellaneous color printing ($200.00/year), and the cost to develop and maintain a website devoted to the PA CareerLink® Berks County. The following costs should not be budgeted until 1/1/18 as they have already been paid for calendar year 2017:

5.12.3.1.1.1. membership fees for Greater Reading Chamber of Commerce and Industry

5.12.3.1.1.2. Reading Eagle Company contract

5.12.3.1.1.3. Constant Contact membership

5.12.3.1.1.4. PA Workforce Development Association conference program book

5.12.3.1.2. An estimated budget for the possible first renewal year that includes personnel costs for the PA CareerLink® Administrator must also be submitted.
5.12.3.2. Justify the **Title I Adult and Dislocated Worker Services** budget.

5.12.3.2.1. An initial two year budget (split as appropriate between the two fiscal years) specific to the costs associated with the provision of Title I Adult and Dislocated Worker services must be submitted with your proposal.

5.12.3.3. Indicate your understanding of the contracting process and your ability to provide these services utilizing the method of payment applied to this proposal.

5.12.3.4. Specific budget parameters:

5.12.3.4.1. Total administration costs may not exceed 5% of total budget. (See Section 683.215 of the WIOA Final Rule-Department of Labor, for definition of what functions and activities constitute the cost of administration).

5.12.3.4.2. Profit (if applicable) may not exceed 3.5% of total budget.

5.12.3.4.3. ITA and work-based training funds are maintained by the WDB and are not to be part of the budget submitted as part of the proposal.

5.12.3.4.4. To clarify - the proposer must submit five separate budgets:

5.12.3.4.4.1. Program Year 2017 One-Stop Operator

5.12.3.4.4.2. Program Year 2018 One-Stop Operator

5.12.3.4.4.3. Program Year 2019 One-Stop Operator

5.12.3.4.4.4. Program Year 2017 Title I Adult and Dislocated Worker Services

5.12.3.4.4.5. Program Year 2018 Title I Adult and Dislocated Worker Services

5.12.4. **Budget Sheets**

5.12.4.1. Complete Attachment F, Budget Sheets which includes but is not limited to the following:

5.12.4.1.1. a Budget Cover Sheet

5.12.4.1.2. a Budget Summary Sheet

5.12.4.1.3. 01/01 Administration-Staff Salaries

5.12.4.1.4. 01/02 Administration-Staff Fringe Benefits

5.12.4.1.5. 01.03 Administration-Staff Travel & Conference Expenses

5.12.4.1.6. 01/04 Administration-Materials & Supplies

5.12.4.1.7. 01/05 Administration-Non-Expendable Property

5.12.4.1.8. 01/06 Administration-Rental of Space

5.12.4.1.9. 01/08 Administration-Indirect Cost

5.12.4.1.10. 02/01 Program-Staff Salaries

5.12.4.1.11. 02/02 Program-Staff Fringe Benefits

5.12.4.1.12. 02/03 Program-Staff Travel & Conference Expenses

5.12.4.1.13. 02/04 Program-Materials & Supplies

5.12.4.1.14. 02/05 Program-Non-Expendable Property
5.12.5. In case of discrepancy between the electronic and hard copy of Attachment F, the hard copy shall prevail.

5.12.6. The Agreement resulting from the award of this RFP will be for a not to exceed amount. The County will make payment within forty-five days of receipt of a properly prepared invoice for services satisfactorily performed. The successful Proposer must submit an invoice monthly, in the timeframe described in Attachment A, Agreement, Section 8, Monthly Financial Status Report/Payment after the completion of services set forth in the scope of services. The amount invoiced must coincide with the amount proposed for each respective service.

SECTION SIX - Evaluation Criteria and Process

6.1. A committee of County personnel representing the functions of the Berks County Workforce Development Board (WDB) 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 Candace L. Noll, Senior Contract Coordinator.

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. 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.

6.4.2. Competence (Qualifications of Personnel) – The Proposer’s competence in performing the required service as indicated by the training, education and experience of the personnel assigned to the program team. The Proposer must have in their 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. **Price**

6.4.4.1. Evaluate the justification for the level of proposed funding.

6.4.4.2. Evaluate the Proposer’s process for the leveraging of funds.

6.4.4.3. Evaluate the Proposer’s administrative ability to contract with Berks County WDB.

6.4.5. **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.

6.4.6. **Proposal Content/Format** – The Proposal’s compliance with the content and format requirements of the RFP.
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 provision of Workforce Innovation and Opportunity Act Title I Adult and Dislocated Worker Services and the Operator of the PA CareerLink® Berks County in accordance with the requirements set forth in the County’s Request for Proposal #17-06-CN 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 PA CareerLink® Berks County
   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. EARN Shall refer to the Employment, Advancement and Retention Network
   1.5. LWDA Shall refer to the Local Workforce Development Area
   1.6. MIS Shall refer to the BERKS COUNTY WDB’s Management Information System
   1.7. PENNSYLVANIA DEPARTMENT OF HUMAN SERVICES New name for Department of Public Welfare
   1.8. PROPOSAL Agenda of services tendered for delivery of activities or services by the Vendor under the provisions of the contract
   1.9. OSO/TI Shall refer to One Stop Operator and Title I Adult and Dislocated Services Provider
   1.10. OSCC Shall refer to One Stop Career Center
   1.11. TANF Shall refer to Temporary Assistance for Needy Families
   1.12. SUB-CONTRACTOR Shall refer to the Program Operator or provider of services
   1.13. WDB Shall refer to the Berks County Workforce Development Board, sole authorized Agent to act in behalf of the County in all WIOA matters
1.14. **WIA**  Shall refer to Federal Workforce Investment Act

1.15. **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 July 1, 2017 through June 30, 2019; with two one-year (July 1, 2019 to June 30, 2020 and July 1, 2010 to June 30, 2021) renewal options unless terminated in accordance with the terms and conditions of this Agreement.

4. **Scope of Work**  
The Services shall include, without limitation provision of Workforce Innovation and Opportunity Act Title I Adult and Dislocated Worker Services and the Operator of the PA CareerLink® Berks County as detailed in RFP #17-06-CN, Section 4, Clause 4.4, 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 [identify the schedule for the completion of Services or reference the RFP or proposal, if the schedule is identified there]. 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 $_____.00 to carry out the program contemplated by this Agreement pursuant to the terms hereof and as set forth in Vendor’s Proposal, Attachment F, 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 WIA only when the rate used is based upon a cost allocation plan approved by the fiscal department of the Berks County Workforce Development Board.

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. Vendor may not move funds between the One-Stop Operator Program and the WIOA Title I Adult and Dislocated Worker Services.

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.
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, 1920 Kutztown Road, Suite G, Reading, PA 19604.

8.2. Vendor may submit the FSR by the 5th business day on the month following the month being reported for Services properly performed under this Agreement. 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 #. 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 thirty (30) 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. 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.

8.4. Final financial settlement/payment between the County and the Vendor shall be completed no later than July 20th of the year of the expiration of the Agreement.

8.5. 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.

8.6. 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:

8.6.1. 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.

8.6.1.1. The failure of the Vendor to maintain, in an audit able 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.

8.6.1.2. 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.

8.6.1.3. Criminal or grossly negligent conduct on the part of the Vendor, its agents or employees.

8.6.2. 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.

8.6.3. 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.

9.2. 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 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. 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.

11. Availability of Appropriated Funds

11.1. 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.

11.2. 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.

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

12. 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).

13. Ownership of Work Product

13.1. 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.

13.2. 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:

13.2.1. The copyright in any work developed under a grant, sub-grant, or contract under a grant
or sub-grant; and

13.2.2. Any rights of copyright to which a Vendor or a subcontractor purchases ownership
with grant support.

14. 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.

15. Records, Audit and Inspection

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

15.2. 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 rations 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
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.

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 two years following the last date of reimbursement to the Vendor.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.
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.

20. 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.

21. Termination for Cause

21.1. 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.

21.2. 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.

21.3. 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 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.

21.4. 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.

21.5. 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.

21.6. 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.

21.7. After the effective date of any termination by County and except as otherwise stated by County, Vendor shall:
21.7.1. Stop work under this Agreement to the extent specified in such termination notice.

21.7.2. 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.

21.7.3. Terminate any and all orders and/or contracted work to the extent that relates to the performance of any work terminated.

21.7.4. 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.

21.7.5. Return to County any and all funds received not expended for any services and/or materials pursuant to this Agreement.

21.8. 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.

21.9. 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.

21.10. 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.

21.11. 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:

   21.11.1. 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.

   21.11.2. 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.

   21.11.3. 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.
21.11.3.1. 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.

21.11.3.2. In the event of a termination for cause, the amount of compensation due, if any, to the Vendor shall be determined as follows:

21.11.3.2.1. 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:

21.11.3.2.1.1. all un-liquidated advance or other payments on account previously made to the Vendor and applicable to the terminated portion of this Agreement,

21.11.3.2.1.2. any claim which the County may have against the Vendor in connection with this Agreement; and

21.11.3.2.1.3. 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.

21.11.4. 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.

21.11.5. 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.

21.11.6. 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.

21.12. Disputes between the Vendor and Employees or Trainees

21.12.1. 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.

21.12.2. 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.
21.12.3. 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.

21.12.4. 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.

22. **Grievance Procedure and Discipline Policy**

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

22.2. 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.

22.3. 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.

22.4. 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 H of the contract.

22.5. 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.

22.6. 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.

22.7. The following is a suggested sequence of disciplinary action providing adequate documentation of the dismissal or termination of a program participant:
22.7.1. 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;

22.7.2. 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;

22.7.3. if the repeated violation or offense is of a particularly serious nature, suspension may be bypassed and termination implemented directly.

23. **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.

24. **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 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.

25. **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.

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

27. **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.

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

28.1. 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;
28.2. 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;

28.3. 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;

28.4. properly maintain, inspect and supervise its designated work area and roadways to keep them in reasonably safe condition;

28.5. supply the applicable GNS on all products supplied to the County or used on County property;

28.6. 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 Material Safety Data Sheets(s); and

28.7. 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.

29. **Equal Employment Opportunity**

29.1. 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.

29.2. 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.

29.3. 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.

29.4. 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.
29.5. 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.

29.6. 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.

29.7. 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 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.

29.8. Vendor shall include the provisions of this non-discrimination clause in every Agreement, so that such provisions will be binding upon each subcontractor.

29.9. 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. Independent Contractor

30.1. 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.

30.2. 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.

31. Employees of Vendor

31.1. 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.
31.2. Vendor shall advise its employees and the employees of its subcontractors and agents that:

31.2.1. 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.

31.2.2. 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.

32. 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.

33. Subcontractors

33.1. 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.

33.2. 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 45.

34. 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.

35. Reservation of Rights

35.1. 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.
35.2. 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.

36. 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.

37. Regulations

37.1. General Obligations

37.1.1. 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.

37.1.2. 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.

37.1.3. Vendor shall adhere to and, if requested, agree to in writing, all contractor integrity provisions required by any grant associated with this Program.

37.1.4. 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 are firms are used when possible.

37.1.5. Vendor or subcontractor shall certify it is in compliance with the current Pennsylvania Unemployment Compensation and Worker’s Compensation Laws.

37.1.6. 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.
37.2. Federal Procurement Compliance

37.2.1. 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.

37.2.2. 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.


37.2.4. 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.

37.2.5. 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 for at 28 C.F.R. Part 35. Vendor shall complete the “Accessibility Checklist, Attachment H, attached hereto and made a part of this Agreement.

37.2.6. 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.

37.2.7. 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.

37.2.8. 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.

37.2.9. 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.
37.2.10. 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).

37.2.11. 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.

37.3. Notices of Federal Statutes, Regulations and Rules

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

37.3.2. Environmental

37.3.2.1. Archaeological and Historic Preservation Act of 1974, 16 USCS §469a-1 et seq., (P.L. 86-523, as amended)

37.3.2.2. Protection and Enhancement of Cultural Environment, (Executive Order 11593)

37.3.2.3. National Historic Preservation Act of 1966, 16 USCS §470, (P.L. 89-665, Section 106, as amended)

37.3.2.4. Clean Air Act of 1955, 42 USCS §7401 et seq., (P.L. 84-159, as amended)

37.3.2.5. Federal Water Pollution Control Act of 1948 (also known as the “Clean Water Act”) (33 USCA § 1251 et seq., P.L. 845, as amended)

37.3.2.6. Coastal Barrier Resources Act, 16 USCS §3501 et seq., (P.L. 97-348)

37.3.2.7. Coastal Zone Management Act of 1972, 16 USCS §1451 et seq., (P.L. 92-583, as amended)

37.3.2.8. Endangered Species Act of 1973, 16 USCS §1531 et seq., (P.L. 92-205, as amended)

37.3.2.9. Fish and Wildlife Coordination Act, (P.L. 85-624, as amended)

37.3.2.10. Floodplain Management, (Executive Order 11988, as amended by Executive Order 12148)

37.3.2.11. Environmental Justice, (Executive Order 12898)
37.3.2.12. Protection of Wetlands, (Executive Order 11990)

37.3.2.13. Farmland Protection Policy Act, 7 USCS §4201 et seq., (P.L. 97-98)


37.3.2.15. Safe Drinking Water Act of 1974, (P.L. 93-523, Section 1424(e), as amended)

37.3.2.16. Wild and Scenic Rivers Act of 1968, 16 USCS §1271 et seq., (P.L. 90-542, as amended)

37.3.2.17. Environmental Protection Agency regulations, Title 40 of the Code of Federal Regulations (including, without limitation, 40 CFR part 15)

37.3.2.18. Procurement of Recovered Materials - §200.322

37.3.2.18.1. 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.

37.4. Social

37.4.1. Promoting the Use of Women’s and Minority Business Enterprise, (Executive Orders 11625, 12138 and 12342)

37.4.2. Civil Rights Act of 1964, Title VI, (P.L. 88-352)

37.4.3. Title IX of the Education Amendments of 1972, as amended, 20 USCS §1681 - 1685 and 1686, Prohibition against Sex Discrimination

37.4.4. Rehabilitation Act of 1973, 29 USCS §794, (P.L. 93-112 Section 504, as amended. Executive Orders 11914 and 11250)

37.4.5. Section 13 of the Federal Water Pollution Control Act Amendments of 1972, (P.L. 92-500), (Clean Water Act”)

37.4.6. Age Discrimination Act of 1975, 42 USCS §6101-6107, (P.L. 94-135, as amended)

37.4.7. Drug Free Workplace Act of 1988, (P.L. 100-690)


37.4.9. Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, (P.L. 91-616)

37.4.11. 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.

37.4.12. The Vendor agrees to comply with 28 CFR Part 38, “Partnerships with Faith Based and Other Neighborhood Organizations.”

37.4.13. 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.

37.4.14. Public Health Service Act of 1912, 42 USCS §290 dd-3 and §290 ee-3, §523 and §527

37.4.15. Section 129 of the Small Business Administration Reauthorization and Amendment Act of 1988, (P.L. 100-590)

37.5. Economic

37.5.1. Procurement Prohibitions under Clean Air Act, Section 306; Clean Water Act, Section 508; and Executive Order 11738

37.5.2. Debarment and Suspension, (Executive Order 12549)

37.5.3. Davis-Bacon Act, 40 U.S.C. §§ 276a to 276a–7, as supplemented by Department of Labor regulations, 29 CFR Part 5


37.6. Miscellaneous

Vendor must be in compliance with the following acts:

37.6.1. Demonstration Cities and Metropolitan Development Act of 1966, (Executive Order 12372, P.L. 89-754, as amended)


37.6.3. Anti-Lobbying, 31 USCS §1352, 40 CFR Part 34


37.6.4.1. 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

37.6.5. In accordance with 2 CFR Part 200, Section 200.318, Vendor attests to the following:

37.6.5.1. 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.

37.6.5.2. 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.

37.6.5.3. 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.

37.6.6. 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.

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

37.6.6.2. 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.

37.6.6.3. 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.


37.6.8. Flood Disaster Protection Act of 1973, (Section 102(a), P.L. 93-234)

37.6.9. 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)

37.6.10. 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)


37.6.12. The Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (Welfare Reform) and subsequent reauthorization

37.6.13. The Trade Act of 1974 (as amended) and Trade Act of 2002

37.6.14. The Workforce Innovation and Opportunity Act which became effective July 1, 2015 and replaced the Workforce Investment Act


37.6.16. 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 §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.

38. 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."

39. Earnings of Funds

39.1. 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.

39.2. 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.

40. **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.

41. **Program-Budget Changes**

41.1. 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.

41.2. 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.

42. **Eligibility Determination**

42.1. The final determination for eligibility for participation in the program funded hereunder shall be determined in all cases by the Berks County Workforce Development Board or other agency designated for such purpose by the WDB.

42.2. 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.

43. **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:

43.1. Travel outside the State must have prior approval of the WDB.

43.2. 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.

43.3. Travel and expenses for other than WDB approved events of more than $200.00 must receive prior approval by the WDB.
43.4. Out-of-State Travel

43.4.1. Travel and associated costs for travel out-of-state will not be reimbursed unless such costs are:

43.4.1.1. reasonable and necessary to the purposes of the contract, and

43.4.1.2. included in your contract budget.

43.4.2. Requests for approval of out-of-state travel should be in letter 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.

44. Integrity Provisions

44.1. 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.

44.2. In furtherance of this policy, Vendor agrees to the following:

44.2.1. 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.

44.2.2. 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.

44.2.3. 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.

44.2.4. 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.

44.2.5. 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.
44.2.6. 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.

44.2.7. 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.

44.2.8. 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 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.

44.2.9. 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 DOG IOG 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.

44.2.10. Restrictions and certifications regarding non-disclosure agreements and related matters

44.2.10.1. 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.

44.2.10.2. 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.

44.2.10.3. In accepting this Agreement, the Vendor

44.2.10.3.1. 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
44.2.10.3.2. 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.

44.2.10.4. If the Vendor does or is authorized to make subawards (“subgrants”), procurement contracts or both

44.2.10.4.1. it represents that

44.2.10.4.1.1. 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

44.2.10.4.1.2. it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

44.2.10.4.1.3. 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.

44.2.11. 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:

44.2.11.1. Approved in writing by the County prior to its disclosure; or

44.2.11.2. Directed by a court or other tribunal of competent jurisdiction unless the agreement requires prior County approval; or

44.2.11.3. Required for compliance with federal or state securities laws or the requirements of national securities exchanges; or
44.2.11.4. Necessary for purposes of Vendor’s internal assessment and review; or

44.2.11.5. 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

44.2.11.6. Permitted by the valid authorization of a third party to whom the information, documents, reports, data or records pertain; or

44.2.11.7. Otherwise required by law.

44.2.12. 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:

44.2.12.1. Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.

44.2.12.2. 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:

44.2.12.2.1. Obtaining;

44.2.12.2.2. Attempting to obtain; or

44.2.12.2.3. Performing a public grant or subgrant

44.2.12.2.4. Vendor’s acceptance of the benefits derived from the conduct shall be deemed evidence of such knowledge, approval or acquiescence.

44.2.12.3. Violation of federal or state antitrust statutes.

44.2.12.4. Violation of any federal or state law regulating campaign contributions.

44.2.12.5. Violation of any federal or state environmental law.

44.2.12.6. 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.

44.2.12.7. 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.

44.2.12.8. Violation of any federal and state law prohibiting discrimination in employment, including but not limited to 28 CFR Part 42.
44.2.12.9. Debarment by any agency or department of the federal government or by any other state.

44.2.12.10. 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.

44.2.13. 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:

44.2.13.1. 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.

44.2.13.2. 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.

44.2.14. 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.

44.2.15. 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.

44.2.16. 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.

44.2.17. 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 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.

44.2.18. 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 any one 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.

44.2.19. For purposes of these Integrity Provisions, the following terms shall have the meanings found in this Clause 44.

44.2.19.1. “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.

44.2.19.2. “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.

44.2.19.3. “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.

44.2.19.4. “Financial interest” means:

44.2.19.4.1. Ownership of more than a five percent interest in any business; or

44.2.19.4.2. Holding a position as an officer, director, trustee, partner, employee or holding any position of management.

44.2.19.5. “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.

44.2.19.6. “Immediate family” means a spouse and any unemancipated child.

44.2.19.7. “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.
“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.

45. Debarment/Tax Liabilities

45.1. 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.

45.1.1. 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.

45.1.1.1. 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 CRF 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.

45.1.1.2. 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.

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

45.1.2. 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.

45.1.3. The Vendor agrees to reimburse 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.

45.1.4. 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.

45.1.5. 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.

45.1.6. 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.

45.1.7. Vendor will use the following databases to determine exclusion status:

45.1.7.1. **Pennsylvania Medicheck List**: a data base maintained by the Department that identifies providers, individuals, and other entities that are precluded from participation in Pennsylvania’s MA Program:

http://www.dpw.state.pa.us/learnaboutdpw/fraudandabuse/medicheckprecludedproviderslist/S_001152

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.

45.1.7.2. **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 Department makes best efforts to include on the Medicheck 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:


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.
45.1.7.3. **U. S. General Services Administration (SAM):** World wide data base 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:


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.

45.1.7.4. The Vendor may obtain a current list of suspended and debarred Commonwealth providers by accessing: [http://www.dgsinternet.state.pa.us/debarment_list](http://www.dgsinternet.state.pa.us/debarment_list)

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

It shall be the responsibility of the Vendor to determine and utilize the appropriate site for said database.

46. **Financial Management System**

46.1. 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 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.

46.2. 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.

46.3. 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.

46.4. 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.

47. **Progress Reports**

47.1. 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.

47.2. 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.

47.3. 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.

48. Rights In Data: Copyrights and Disclosure

48.1. 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.

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

48.3. 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 own expense and at his 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.
48.4. 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).

49. **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.

50. **Property and Supplies**

50.1. 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.

50.1.1. For items with a unit cost of $5000.00 or more which do not reach the established cost level to require formal bidding procedures, the sub-recipient is 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.

50.1.2. 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.

50.1.3. 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.

50.2. In addition, the Vendor shall maintain and administer with sound business practice a program for maintenance, repair, preservation and insurance of property.

50.3. 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.

50.4. Title to all property with a unit cost of $5,000 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 or more that has remaining useful life shall be made in accordance with the following provisions:

50.4.1. 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;

50.4.2. 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.

50.5. 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.

50.5.1. Vendor shall replace such property with property of the same or essentially equivalent value and specifications within a reasonable time after such loss, damage or theft, and in any event prior to the termination of this Agreement; or

50.5.2. 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.

50.5.3. 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.

50.5.4. The Vendor shall not purchase or lease any property or equipment with a single unit purchase or lease price in excess of $5000.00 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.

50.5.5. 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.

50.5.6. Excess property and equipment readily available for transfer will take precedence and the County reserves the right to deny a request for purchase.

50.5.7. Purchases of expendable supplies needed for operation on a day-to-day basis, do not require prior approval, but such acquisitions must be included in the Budget of each proposal.

50.5.8. 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.

50.5.9. 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.

50.5.10. All purchases of non-expendable property having an initial unit acquisition cost of $2500.00 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 received. Purchases must be substantiated by pertinent invoices, which accompany requests for reimbursement.

51. Right to Know Law

51.1. The Pennsylvania Right-to-Know Law (“RTKL”), 65 P.S. §§ 67.101-3104, applies to this Agreement.

51.2. 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.

51.3. 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:

51.3.1. 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

51.3.2. Provide such other assistance as the County may reasonably request, in order to comply with the RTKL with respect to this Agreement.

51.4. 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.

51.5. 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.

51.6. 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.

51.7. 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.

51.8. 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 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.

51.9. 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.

52. **Federal and State Audit Requirements**

52.1. 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.

52.2. If the Vendor is a local government or non-profit organization and 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.

52.3. If the Vendor is a for-profit organization and 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 a program-specific audit made in accordance with the provisions of 2 CFR 200 Subpart F and in accordance with the laws and regulations governing the programs in which it participates.

52.4. 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.

52.5. 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.

52.6. 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.
52.7. 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 fourteen (14) days notice to Vendor in the event of such an audit.

52.8. 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.

52.9. 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.

53. **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.

54. **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.

55. **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.

56. **Headings**

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

57. **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 company named above his or her signature.

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

<table>
<thead>
<tr>
<th>County of Berks</th>
<th>Vendor</th>
</tr>
</thead>
<tbody>
<tr>
<td>By: ____________________________</td>
<td>By:</td>
</tr>
<tr>
<td>Name (printed): Kelly A. Laubach, CPPB</td>
<td>Name (printed): ____________________________</td>
</tr>
<tr>
<td>Title: Director of Contracts and Procurement</td>
<td>Title: ____________________________</td>
</tr>
<tr>
<td>Date: __________________________</td>
<td>Date: ____________________________</td>
</tr>
<tr>
<td>ATTEST:</td>
<td>ATTEST:</td>
</tr>
<tr>
<td>By: ____________________________</td>
<td>By:</td>
</tr>
<tr>
<td>Name (printed): Candace L. Noll</td>
<td>Name (printed): ____________________________</td>
</tr>
<tr>
<td>Title: Senior Contract Coordinator</td>
<td>Title: ____________________________</td>
</tr>
</tbody>
</table>
HIPAA BUSINESS ASSOCIATE AGREEMENT

This HIPAA Business Associate Agreement (this “Agreement”) dated ____________, 20__, is by and between the County of Berks located at 633 Court Street, 13th Floor, Services Center, Reading, Pennsylvania 19601 (“Covered Entity”) and ______________ located at ____________________________ (“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 purpose of the provision of Workforce Innovation and Opportunity Act Title I Adult and Dislocated Worker Services and the Operator of the PA CareerLink® Berks County as further detailed in RFP #17-06-CN. (hereinafter, 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

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.

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.

Definitions. Any capitalized terms not otherwise specifically defined in this Agreement shall have the meanings ascribed to them in HIPAA.

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.

Obligations of Business Associate. 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:

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.

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.

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.

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.

**Disclosure for Management and Administration:** Business Associate may disclose Covered Entity’s PHI for the proper management and administration of Business Associate if:

- the disclosure is required by law, or

Business Associate obtains from such third party a written agreement:

> that Covered Entity’s PHI will be held confidentially and in compliance with HIPAA, and used or further disclosed only as required by law or for the purpose for which it was disclosed to such third party; and

> 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.

**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.

**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.

**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.

**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.

Prohibited Uses and Disclosures.

Prohibition on “Sale” of PHI and “Marketing”. Business Associate shall not directly or indirectly accept remuneration in exchange for using or disclosing any of Covered Entity’s PHI, including 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.

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.

Security Safeguards.

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:

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.
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 Specifications.

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.

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.

Security Breach Notification.

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.

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.

Business Associate’s Obligations in the Event of a Security Incident or Breach.

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.

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.

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.
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.

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.

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:
the disclosure is to a health plan only for purposes of carrying out payment or health care operations (but not treatment); and

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.

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.

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.

Business Associate’s Subcontractors.

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:

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;

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;

Subcontractor shall abide by all Minimum Necessary standards when using and disclosing Covered Entity’s PHI;

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;

Subcontractor shall use or disclose Covered Entity’s PHI only as permitted or required by the Subcontractor Agreement or as required by law;

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

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.

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.

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.

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.

**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.

**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:

Implement reasonable administrative, physical and technical policies and procedures to detect, prevent and mitigate the risk of identity theft at Business Associate;

Cooperate with and take such steps as are reasonably necessary to assist Covered Entity with compliance with its Identity Theft Prevention Program; and

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.

**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.

**Termination.**

**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.

**Judicial or Administrative Proceedings.** Either Party may terminate this Agreement and the BA Services Contract, effective immediately, if:

the other Party is named as a defendant in a criminal proceeding for a violation of HIPAA; or
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.

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

**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:

any misrepresentation, breach of warranty or non-fulfillment of any undertaking by Business Associate under this Agreement; and

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.

**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.

**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:
the other Party does not promptly enter into negotiations to amend this Agreement when requested by a Party pursuant to this Section; or

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.

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.

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 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.

Miscellaneous.

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.

Headings. The headings in this Agreement are for convenience of reference only and shall not be used to interpret or construe its provisions.

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.

Binding Effect. This Agreement shall be binding upon, and inure to the benefit of, each Party hereto and their respective successors and assigns.

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.

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.

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.

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.

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.

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.

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.

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: County of Berks

By: 
Print Name: Kelly A. Laubach
Title: Director of Contracts & Procurement
Date: 
EIN: 23-6003049

BUSINESS ASSOCIATE: 

By: 
Print Name: 
Title: 
Date: 
EIN: 
INSTRUCTIONS FOR NON-COLLUSION AFFIDAVIT

1. This Non-Collusion Affidavit is material to any Agreement pursuant to a Proposal. According to the Pennsylvania Antibil-Rigging 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.
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.
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 _____________________, 20___

__________________________________
Notary Public

My Commission Expires: _______
ATTACHMENT D – FINANCIAL STATUS REPORT (FSR) TEMPLATE

FINANCIAL STATUS REPORT (FSR)
BERKS COUNTY WORKFORCE DEVELOPMENT BOARD
c/o PENNSYLVANIA CAREERLINK – BERKS COUNTY
1920 KUTZTOWN ROAD, SUITE G
READING, PA 19604

INVOICE # _______________

PART I
VENDOR ___________________________ REPORTING PERIOD ___________________________

ADDRESS ___________________________

PROGRAM ACTIVITY ________________________ CONTRACT NUMBER __________________

PART II

<table>
<thead>
<tr>
<th>Cost Category</th>
<th>Month Expenditures</th>
<th>Cumulative Expenditures</th>
<th>Approved Budget</th>
<th>Unspent Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>01. Salaries</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>02. Fringe Benefits</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>03. Staff Travel &amp; Conference Expenses</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>04. Materials &amp; Supplies*</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>05. Non-Expandable Property*</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>06. Rental of Space</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>07. Operating Expenses</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>08. Indirect Costs</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>09. Other Costs</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

TOTAL 01 ADMINISTRATIVE COSTS $ $ $ $

02. PROGRAM COSTS

<table>
<thead>
<tr>
<th>Cost Category</th>
<th>Month Expenditures</th>
<th>Cumulative Expenditures</th>
<th>Approved Budget</th>
<th>Unspent Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>01. Salaries</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>02. Fringe Benefits</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>03. Staff Travel &amp; Conference Expenses</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>04. Materials &amp; Supplies*</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>05. Non-Expandable Property*</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>06. Rental Space</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>07. Operating Expenses</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>09. Other Costs</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>10. Work Experience</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>11. Tuition &amp; Fees</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>12. Transportation</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>13. Health Care</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>14. Uniforms</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

TOTAL 02 PROGRAM COSTS $ $ $ $

GRAND TOTAL $ $ $ $

PART III
I hereby certify that this report conforms to our organization’s accounting records and complies with WIA regulations.

Signature __________________________________________ Date ________________

Print Name and Title ______________________________________ Phone _____________

* Attach invoice copy supporting expenditures
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 fifth working day following the period being reported.
<table>
<thead>
<tr>
<th>Step</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Beginning Balance as of _______________________________</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Add: Funds Received Contract-to-Date</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Add: Refunds</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Subtotal</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Less: Actual Cash Expenditures Contract-to-Date</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Subtotal: Funds On-Hand</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Add: Requested Payment</td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>TOTAL OF THIS REQUEST AND FUNDS-ON-HAND</td>
<td></td>
</tr>
</tbody>
</table>

Preparer ________________________________________________

Signed  ________________________________________________

Date ________________________________________________
INSTRUCTIONS FOR COMPLETING THE REQUEST FOR FUNDS

This report should be prepared on a monthly basis for each contract for which you are requesting funds and submitted with the Financial Status Report.

Specific Instructions:

Line 1: Enter the amount of cash on hand at the beginning of the contract period. Insert the starting date of the contract.

Line 2: Enter the total amount of funds received during the contract period to date.

Line 3: Enter the total amount of refunds of cash received during the current contract period. All refunds from Vendors for purchases made with grant funds should be included in this line. Unclaimed wages would also be included here.

Line 4: Enter the sum of the amounts reported on lines 1, 2, and 3

Line 5: Enter the cumulative amount of cash disbursed during the current contract period

Line 6: Enter the amount derived by subtracting line 5 from line 4.

Line 7: Enter the amount of this request

Line 8: Enter the sum of line 6 and line 7.

Enter the name of the person who prepared the report, the date and include that person’s signature.
BUDGET COVER SHEET

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

VENDOR NAME: ________________________________

PROGRAM NAME: ______________________________

START DATE: ___________ END DATE: ___________

01 ADMINISTRATIVE ........................................ $0

02 PROGRAM .................................................. $0

BUDGET TOTAL .................. $0

<table>
<thead>
<tr>
<th>CFDA Identifier (To be completed by Berks Co WDB staff)</th>
</tr>
</thead>
<tbody>
<tr>
<td>CFDA#</td>
</tr>
<tr>
<td>-------</td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td>TOTAL $ -</td>
</tr>
</tbody>
</table>

☐ Program Year 2017 One-Stop Operator
☐ Program Year 2018 One-Stop Operator
☐ Program Year 2019 One-Stop Operator
☐ Program Year 2017 Title I Adult and Dislocated Worker Services
☐ Program Year 2018 Title I Adult and Dislocated Worker Services
<table>
<thead>
<tr>
<th>COST CATEGORY</th>
<th>BUDGET</th>
</tr>
</thead>
<tbody>
<tr>
<td>01. Administration</td>
<td></td>
</tr>
<tr>
<td>01 Salaries</td>
<td>$0</td>
</tr>
<tr>
<td>02 Fringe Benefits</td>
<td>$0</td>
</tr>
<tr>
<td>03 Staff Travel &amp; Conference Exp.</td>
<td>$0</td>
</tr>
<tr>
<td>04 Materials &amp; Supplies</td>
<td>$0</td>
</tr>
<tr>
<td>05 Non-Expendable Properties</td>
<td>$0</td>
</tr>
<tr>
<td>06 Rental of Space</td>
<td>$0</td>
</tr>
<tr>
<td>07 Operating Expenses</td>
<td>$0</td>
</tr>
<tr>
<td>08 Indirect Costs</td>
<td>$0</td>
</tr>
<tr>
<td>09 Other Costs</td>
<td>$0</td>
</tr>
<tr>
<td><strong>TOTAL 01 ADMINISTRATION</strong></td>
<td><strong>$0</strong></td>
</tr>
<tr>
<td>02. Program Cost</td>
<td></td>
</tr>
<tr>
<td>01 Salaries</td>
<td>$0</td>
</tr>
<tr>
<td>02 Fringe Benefits</td>
<td>$0</td>
</tr>
<tr>
<td>03 Staff Travel &amp; Conference Exp.</td>
<td>$0</td>
</tr>
<tr>
<td>04 Materials &amp; Supplies</td>
<td>$0</td>
</tr>
<tr>
<td>05 Non-Expendable Properties</td>
<td>$0</td>
</tr>
<tr>
<td>06 Rental of Space</td>
<td>$0</td>
</tr>
<tr>
<td>07 Operating Expenses</td>
<td>$0</td>
</tr>
<tr>
<td>09 Other Costs</td>
<td>$0</td>
</tr>
<tr>
<td>10 Work Experience</td>
<td>$0</td>
</tr>
<tr>
<td>11 Tuition &amp; Fees</td>
<td>$0</td>
</tr>
<tr>
<td>12 Transportation</td>
<td>$0</td>
</tr>
<tr>
<td>13 Health Care</td>
<td>$0</td>
</tr>
<tr>
<td>14 Uniforms</td>
<td>$0</td>
</tr>
<tr>
<td><strong>TOTAL 02 PROGRAM COST</strong></td>
<td><strong>$0</strong></td>
</tr>
<tr>
<td>Total Budget</td>
<td>$0</td>
</tr>
</tbody>
</table>

☐ Program Year 2017 One-Stop Operator
☐ Program Year 2018 One-Stop Operator
☐ Program Year 2019 One-Stop Operator
☐ Program Year 2017 Title I Adult and Dislocated Worker Services
☐ Program Year 2018 Title I Adult and Dislocated Worker Services
## 01/01 ADMINISTRATION-STAFF SALARIES

<table>
<thead>
<tr>
<th>NUMBER OF POSITIONS</th>
<th>TITLE OF POSITION</th>
<th>ANNUAL SALARY OR HOURLY WAGE</th>
<th>MTHS CGD. TO GRANT OR TOTAL HOURS</th>
<th>% OF TIME (100% IF USING HRLY WAGE)</th>
<th>HOURS PER WEEK</th>
<th>TOTAL AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$0</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$0</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$0</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$0</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$0</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$0</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$0</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$0</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$0</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$0</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$0</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$0</td>
</tr>
</tbody>
</table>

TOTAL ADMINISTRATIVE STAFF SALARIES 01/01 $0

## 01/02 ADMINISTRATION-STAFF FRINGE BENEFITS

<table>
<thead>
<tr>
<th>Description</th>
<th>Rate</th>
<th>Payroll</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>F.I.C.A.</td>
<td></td>
<td>=</td>
<td>$0</td>
</tr>
<tr>
<td>Worker's Compensation</td>
<td></td>
<td>=</td>
<td>$0</td>
</tr>
<tr>
<td>Retirement</td>
<td></td>
<td>=</td>
<td>$0</td>
</tr>
<tr>
<td>Unemployment Comp.</td>
<td></td>
<td>=</td>
<td>$0</td>
</tr>
<tr>
<td>Medical Insurance</td>
<td></td>
<td>=</td>
<td>$0</td>
</tr>
<tr>
<td>Life Insurance</td>
<td></td>
<td>=</td>
<td>$0</td>
</tr>
<tr>
<td>Disability</td>
<td></td>
<td>=</td>
<td>$0</td>
</tr>
<tr>
<td>Other:</td>
<td></td>
<td>=</td>
<td>$0</td>
</tr>
<tr>
<td>Other:</td>
<td></td>
<td>=</td>
<td>$0</td>
</tr>
<tr>
<td>Other:</td>
<td></td>
<td>=</td>
<td>$0</td>
</tr>
</tbody>
</table>

TOTAL ADMINISTRATION-STAFF FRINGE BENEFITS 01/02 $0

- Program Year 2017 One-Stop Operator
- Program Year 2018 One-Stop Operator
- Program Year 2019 One-Stop Operator
- Program Year 2017 Title I Adult and Dislocated Worker Services
- Program Year 2018 Title I Adult and Dislocated Worker Services
01/03 ADMINISTRATION-STAFF TRAVEL & CONFERENCE EXPENSES

Staff Travel

<table>
<thead>
<tr>
<th>Total miles</th>
<th>Mileage Reimbursement Rate</th>
<th>×</th>
<th>= $0</th>
</tr>
</thead>
</table>

Conference Expense

| $ - | Total |

Total Staff & Conference Expenses 01/03

$0

Refer to the contract for restrictions on travel and staff attendance at seminars

☐ Program Year 2017 One-Stop Operator
☐ Program Year 2018 One-Stop Operator
☐ Program Year 2019 One-Stop Operator
☐ Program Year 2017 Title I Adult and Dislocated Worker Services
☐ Program Year 2018 Title I Adult and Dislocated Worker Services
### 01/04 ADMINISTRATION-MATERIALS & SUPPLIES

List below all materials and supplies necessary to the operation of the program that are to be charged to Administration.

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>QUANTITY</th>
<th>UNIT PRICE</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$ -</td>
<td>$ -</td>
</tr>
</tbody>
</table>

**Total Materials and Supplies- 01/04**

$0

- □ Program Year 2017 One-Stop Operator
- □ Program Year 2018 One-Stop Operator
- □ Program Year 2019 One-Stop Operator
- □ Program Year 2017 Title I Adult and Dislocated Worker Services
- □ Program Year 2018 Title I Adult and Dislocated Worker Services
01/05 ADMINISTRATION-NON-EXPENDABLE PROPERTY

List all equipment necessary for the administration of the program. Indicate by letter in the description column whether the price is for Purchase (P) or Lease (L).

All non-expendable property listing an original unit price of twenty five hundred (2,500) dollars or more is subject to recovery by WDB at the conclusion of the program.

Non-expendable property bearing a list price in excess of $5,000.00 per unit may **not** be purchased or leased without prior written approval from WDB.

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>QUANTITY</th>
<th>UNIT PRICE</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>$ -</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>$ -</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>$ -</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>$ -</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>$ -</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>$ -</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>$ -</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>$ -</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>$ -</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>$ -</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>$ -</td>
<td></td>
</tr>
</tbody>
</table>

**Total Non-Expendable Property- 01/05** $0

☐ Program Year 2017 One-Stop Operator
☐ Program Year 2018 One-Stop Operator
☐ Program Year 2019 One-Stop Operator
☐ Program Year 2017 Title I Adult and Dislocated Worker Services
☐ Program Year 2018 Title I Adult and Dislocated Worker Services
### 01/06 ADMINISTRATION-RENTAL OF SPACE

\[
\text{Total Square Feet} \times \text{Cost per Sq. Ft.} = \text{Total Rental of Space}\]

\[\text{Total Rental of Space} = 0\]

### 01/07 ADMINISTRATION-OPERATING COST

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>COST</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

\[\text{Total Operating Expenses 01/07} = 0\]

- ☐ Program Year 2017 One-Stop Operator
- ☐ Program Year 2018 One-Stop Operator
- ☐ Program Year 2019 One-Stop Operator
- ☐ Program Year 2017 Title I Adult and Dislocated Worker Services
- ☐ Program Year 2018 Title I Adult and Dislocated Worker Services
01/08 ADMINISTRATION-INDIRECT COST

Base Figure \times\ Indirect Rate* = Total Indirect Costs

* A copy of an approval letter from a cognizant state agency must be attached.

01/09 ADMINISTRATION-OTHER COSTS

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>COST</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Total Other Costs 01/09 $0

- Program Year 2017 One-Stop Operator
- Program Year 2018 One-Stop Operator
- Program Year 2019 One-Stop Operator
- Program Year 2017 Title I Adult and Dislocated Worker Services
- Program Year 2018 Title I Adult and Dislocated Worker Services
## 02/01 PROGRAM-STAFF SALARIES

<table>
<thead>
<tr>
<th>NUMBER OF POSITIONS</th>
<th>TITLE OF POSITION</th>
<th>ANNUAL SALARY OR HOURLY WAGE</th>
<th>MTHS CGD. TO GRANT OR TOTAL HOURS</th>
<th>% OF TIME (100% IF USING HRLY WAGE)</th>
<th>HOURS PER WEEK</th>
<th>TOTAL AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>SALARIED STAFF</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$0</td>
</tr>
<tr>
<td>HOURLY STAFF</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$0</td>
</tr>
</tbody>
</table>

**TOTAL PROGRAM STAFF SALARIES 02/01** $0

## 02/02 PROGRAM-STAFF FRINGE BENEFITS

<table>
<thead>
<tr>
<th>Description</th>
<th>Rate</th>
<th>Payroll</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>F.I.C.A.</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Worker's Compensation</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Retirement</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Unemployment Comp.</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Medical Insurance</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Life Insurance</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Disability</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Other:</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Other:</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>

**TOTAL PROGRAM-STAFF FRINGE BENEFITS 02/02** $0

- Program Year 2017 One-Stop Operator
- Program Year 2018 One-Stop Operator
- Program Year 2019 One-Stop Operator
- Program Year 2017 Title I Adult and Dislocated Worker Services
- Program Year 2018 Title I Adult and Dislocated Worker Services
## 02/03 PROGRAM-STAFF TRAVEL & CONFERENCE EXPENSES

### Staff Travel

<table>
<thead>
<tr>
<th>Total miles</th>
<th>Mileage Reimbursement Rate</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>$0.00</td>
</tr>
</tbody>
</table>

### Conference Expense

<table>
<thead>
<tr>
<th></th>
<th>$0.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total</td>
<td></td>
</tr>
</tbody>
</table>

### Total Staff & Conference Expenses 02/03

<table>
<thead>
<tr>
<th>$0.00</th>
</tr>
</thead>
</table>

Refer to the contract for restrictions on travel and staff attendance at seminars

- □ Program Year 2017 One-Stop Operator
- □ Program Year 2018 One-Stop Operator
- □ Program Year 2019 One-Stop Operator
- □ Program Year 2017 Title I Adult and Dislocated Worker Services
- □ Program Year 2018 Title I Adult and Dislocated Worker Services
02/04 PROGRAM-MATERIALS & SUPPLIES

List below all materials and supplies necessary to the operation of the program that are to be charged to PROGRAM.

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>QUANTITY</th>
<th>UNIT PRICE</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>$ -</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>$ -</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>$ -</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>$ -</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>$ -</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>$ -</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>$ -</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>$ -</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>$ -</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>$ -</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>$ -</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>$ -</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>$ -</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>$ -</td>
</tr>
</tbody>
</table>

Total Materials and Supplies- 02/04 $0

☐ Program Year 2017 One-Stop Operator  
☐ Program Year 2018 One-Stop Operator  
☐ Program Year 2019 One-Stop Operator  
☐ Program Year 2017 Title I Adult and Dislocated Worker Services  
☐ Program Year 2018 Title I Adult and Dislocated Worker Services
02/05 PROGRAM-NON-EXPENDABLE PROPERTY

List all equipment necessary for the operation of the program. Indicate by letter in the description column whether the price is for Purchase (P) or Lease (L).

All non-expendable property listing an original unit price of twenty five hundred (2,500) dollars or more is subject to recovery by WDB at the conclusion of the program.

Non-expendable property bearing a list price in excess of $5,000.00 per unit may **not** be purchased or leased without prior written approval from WDB.

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>QUANTITY</th>
<th>UNIT PRICE</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>

**Total Non-Expendable Property- 02/05** $0

☐ Program Year 2017 One-Stop Operator
☐ Program Year 2018 One-Stop Operator
☐ Program Year 2019 One-Stop Operator
☐ Program Year 2017 Title I Adult and Dislocated Worker Services
☐ Program Year 2018 Title I Adult and Dislocated Worker Services
### 02/06 PROGRAM - RENTAL OF SPACE

\[
\text{Total Square Feet} \times \text{Cost per Sq. Ft.} = \text{Total Rental of Space}
\]

### 02/07 PROGRAM - OPERATING COST

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>COST</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Total Operating Expenses 02/07 $0

- [ ] Program Year 2017 One-Stop Operator
- [ ] Program Year 2018 One-Stop Operator
- [ ] Program Year 2019 One-Stop Operator
- [ ] Program Year 2017 Title I Adult and Dislocated Worker Services
- [ ] Program Year 2018 Title I Adult and Dislocated Worker Services
## 02/09 PROGRAM-OTHER COSTS

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>COST</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Total Other Costs 02/09: $0

- [ ] Program Year 2017 One-Stop Operator
- [ ] Program Year 2018 One-Stop Operator
- [ ] Program Year 2019 One-Stop Operator
- [ ] Program Year 2017 Title I Adult and Dislocated Worker Services
- [ ] Program Year 2018 Title I Adult and Dislocated Worker Services
## 02/10 PROGRAM-WORK EXPERIENCE

### WAGES:

<table>
<thead>
<tr>
<th>No. of Positions</th>
<th>Position Title</th>
<th>Hourly Wage</th>
<th>Hours/Week</th>
<th>Number of Weeks</th>
<th>TOTAL WAGES</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Total Work Experience Wages $0

### FRINGE BENEFITS:

<table>
<thead>
<tr>
<th>Description</th>
<th>Rate</th>
<th>Payroll</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>F.I.C.A.</td>
<td></td>
<td>= $ -</td>
<td></td>
</tr>
<tr>
<td>Worker's Compensation</td>
<td></td>
<td>= $ -</td>
<td></td>
</tr>
<tr>
<td>Unemployment Comp.</td>
<td></td>
<td>= $ -</td>
<td></td>
</tr>
<tr>
<td>Other:[]</td>
<td></td>
<td>= $ -</td>
<td></td>
</tr>
<tr>
<td>Other:[]</td>
<td></td>
<td>= $ -</td>
<td></td>
</tr>
<tr>
<td>Other:[]</td>
<td></td>
<td>= $ -</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total Work Experience Fringe Benefits</strong></td>
<td>$ -</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Total Work Experience Cost 02/10 $0

- Program Year 2017 One-Stop Operator
- Program Year 2018 One-Stop Operator
- Program Year 2019 One-Stop Operator
- Program Year 2017 Title I Adult and Dislocated Worker Services
- Program Year 2018 Title I Adult and Dislocated Worker Services
02/11 PROGRAM-TUITION & FEES

**Tuition:**

Training Name:

<table>
<thead>
<tr>
<th></th>
<th>$</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$</td>
</tr>
<tr>
<td></td>
<td>$</td>
</tr>
<tr>
<td></td>
<td>$</td>
</tr>
<tr>
<td></td>
<td>$</td>
</tr>
<tr>
<td></td>
<td>$</td>
</tr>
<tr>
<td></td>
<td>$</td>
</tr>
<tr>
<td></td>
<td>$</td>
</tr>
<tr>
<td></td>
<td>$</td>
</tr>
<tr>
<td></td>
<td>$</td>
</tr>
<tr>
<td></td>
<td>$</td>
</tr>
<tr>
<td></td>
<td>$</td>
</tr>
<tr>
<td></td>
<td>$</td>
</tr>
<tr>
<td></td>
<td>$</td>
</tr>
<tr>
<td></td>
<td>$</td>
</tr>
<tr>
<td></td>
<td>$</td>
</tr>
</tbody>
</table>

**Fees:**

Registration .................................................................
Laboratory .................................................................
Testing .................................................................
Other: .................................................................
Other: .................................................................

**TOTAL TUITION & FEES 02/11**

$ 0

☐ Program Year 2017 One-Stop Operator
☐ Program Year 2018 One-Stop Operator
☐ Program Year 2019 One-Stop Operator
☐ Program Year 2017 Title I Adult and Dislocated Worker Services
☐ Program Year 2018 Title I Adult and Dislocated Worker Services
# Program-Supportive Services

<table>
<thead>
<tr>
<th>Date</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>02/12</td>
<td>Transportation</td>
<td></td>
</tr>
<tr>
<td>02/13</td>
<td>Health Care</td>
<td></td>
</tr>
<tr>
<td>02/14</td>
<td>Uniform, Tools, Etc.</td>
<td></td>
</tr>
</tbody>
</table>

**Total Supportive Services**: $0

- Program Year 2017 One-Stop Operator
- Program Year 2018 One-Stop Operator
- Program Year 2019 One-Stop Operator
- Program Year 2017 Title I Adult and Dislocated Worker Services
- Program Year 2018 Title I Adult and Dislocated Worker Services
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:

John W. Moser, Contract Administration & Monitoring Team Manager
Berks County Workforce Development Board
1920 Kutztown Road, Suite G
Reading, PA 19604

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