

ORDINANCE NO. 03-2017

AN ORDINANCE OF THE COUNTY OF BERKS, PENNSYLVANIA, AUTHORIZING THE COUNTY OF BERKS, d/b/a BERKS COUNTY WORKFORCE DEVELOPMENT BOARD, TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE COMMONWEALTH OF PENNSYLVANIA, DEPARTMENT OF LABOR & INDUSTRY FOR THE PROVISION OF A ONE-STOP DELIVERY SYSTEM TO HELP JOB SEEKERS ACCESS EMPLOYMENT, EDUCATION, TRAINING AND SUPPORT SERVICES THROUGH THE BERKS COUNTY WORKFORCE DEVELOPMENT BOARD.

WHEREAS, the purpose of the federal *Workforce Innovation and Opportunity Act* (“WIOA”), Public Law 113-128 (29 U.S.C. § 3101, *et seq.*) is to help job seekers access employment, education, training, and support services to succeed in the labor market and to match employers with the skilled workers they need to compete in the global economy;

WHEREAS, Section 121 of WIOA (29 U.S.C. § 3151), establishes the one-stop delivery system and identifies the mandated partners in the system;

WHEREAS, Local Workforce Development Boards (“LWDBs”) are responsible for operating the one-stop delivery systems in order to carry out the services and activities mandated by WIOA;

WHEREAS, the mandated partners are responsible for carrying out specified programs and activities and are required to use a portion of their funds to maintain the one-stop delivery system, including contributing to the costs of shared services and infrastructure costs based upon the partner’s proportionate use of and relative benefit from the one-stop delivery system;

WHEREAS, the one-stop delivery system in the Commonwealth is known as Pa. CareerLink[®];

WHEREAS, the County of Berks (“County”) is the LWDB responsible for the operation of the Pa. CareerLink[®] location in Berks County;

WHEREAS, Section 121 of WIOA identifies the programs authorized under Title 1 of WIOA (29 U.S.C. § 3101, *et seq.*), the *Wagner-Peyser Act* (29 U.S.C. § 49, *et seq.*), Title 1 of the *Rehabilitation Act of 1973* (29 U.S.C. § 720, *et seq.*), the *Trade Act of 1974* (19 U.S.C. § 2271, *et seq.*), and programs authorized under State unemployment compensation laws, (in accordance with applicable federal laws) as mandated partners in the one-stop delivery system;

WHEREAS, DLI’s Office of Vocational Rehabilitation (“OVR”) is the office in the Commonwealth responsible to promote the employment of individuals with disabilities by providing vocational rehabilitation, job training, and placement services as authorized under Title 1 of the *Rehabilitation Act of 1973*;

WHEREAS, DLI is the agency in the Commonwealth responsible, through its various offices, including but not limited to, the Office of Unemployment Compensation Benefits Policy, the Office of Unemployment Compensation Service Centers, the Office of Unemployment Compensation Tax Services, and the Unemployment Compensation Board of Review, for the administration of programs authorized under the *Pennsylvania Unemployment Compensation Law*, 43 P.S. § 751, *et seq.*, (in accordance with applicable federal laws) and the *Trade Act of 1974*;

WHEREAS, Section 121 of WIOA requires mandated partners and the LWDB to enter into agreements governing the services to be provided through the one-stop delivery system, the manner in which the services will be coordinated and delivered, and how the costs of the system will be funded, including contributions toward the costs of shared services and the infrastructure costs by the mandated partners;

WHEREAS, costs of infrastructure are non-personnel costs that are necessary for the general operation of the one stop center, including but not limited to: the rental costs of the facilities; the costs of utilities and maintenance; equipment (including assessment-related products and assistive technology for individuals with disabilities) and technology to facilitate access to the one-stop center, including the centers' planning and outreach activities;

WHEREAS, shared services costs are based upon the partners' proportionate use and relative benefit of the one-stop delivery system;

WHEREAS, this Intergovernmental Agreement ("IGA") serves as the agreement that governs how the LWDB will receive funding from DLI toward shared services and infrastructure costs for the mandated UC Programs and OVR partners administered by DLI; and

WHEREAS, Berks County desires to participate and enter into an IGA with the Commonwealth of Pennsylvania, Department of Labor and Industry as more fully outlined in the IGA.

NOW, THEREFORE, BE IT ENACTED AND ORDAINED by the Board of Commissioners of the County of Berks, Pennsylvania as follows:

1. The Title and Background of this Ordinance set forth above are incorporated herein by reference.
2. The Board of Commissioners of the County of Berks ("Commissioners") hereby approve entering into the IGA, a copy of which is attached hereto and incorporated herein as Exhibit A, with the intent and effect that the County shall be bound by the Agreement.
3. The Commissioners are hereby authorized and directed on behalf of the County: (i) to execute and deliver the Agreement, subject to final review and approval of the terms and conditions by the Berks County Solicitor's Office; and (ii) to execute and deliver such additional instruments, and to take such further actions, as may be necessary or appropriate to carry forth the Agreement and the transactions to be effected under the


Agreement, including acceptance of payment as may be due the County to administer the terms of the Agreement.

4. The Board of Commissioners, and any agent authorized by the Board of Commissioners are hereby directed to take any such other action as may be necessary or appropriate to carry out the purposes of this Ordinance and of the Agreement.
5. Nothing contained in this Ordinance shall be construed to affect any suit or proceeding in any court, or any rights acquired or liability incurred, or any cause of action existing prior to the enactment of this Ordinance.
6. If any sentence, clause, section or part of this Ordinance is for any reason found to be unconstitutional, illegal or invalid, such unconstitutionality, illegality or invalidity shall not affect or impair any of the remaining provisions, sentences, clauses, sections or parts of this Ordinance. It is hereby declared as the intent of the Commissioners that this Ordinance would have been adopted had such unconstitutional, illegal or invalid sentence, clause, section or part thereof not been included herein.
7. Any ordinance, parts of ordinances, resolutions or parts of resolutions conflicting with the provisions of this Ordinance are hereby repealed insofar as they are inconsistent with this Ordinance's provisions.
8. This Ordinance shall become effective at the earliest date provided by law.

ENACTED AND ORDAINED as an Ordinance by the Board of Commissioners of the County of Berks, in lawful session duly assembled, this 9th day of November, 2017.

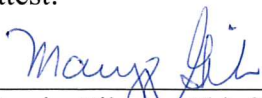
COUNTY OF BERKS

By: 
Christian Y. Leinbach, Chairman

By: 
Kevin S. Barnhardt, Commissioner

By: 
Mark C. Scott, Esq., Commissioner

Attest:


Maryjo Gibson, Chief Clerk

INTERGOVERNMENTAL AGREEMENT

This Intergovernmental Agreement ("IGA") is entered into by and between the COMMONWEALTH OF PENNSYLVANIA ("COMMONWEALTH"), DEPARTMENT OF LABOR & INDUSTRY ("DLI") and the COUNTY OF BERKS d/b/a BERKS COUNTY WORKFORCE DEVELOPMENT BOARD ("BERKS"), collectively referred to as the "Parties."

WITNESSETH:

WHEREAS, the purpose of the federal *Workforce Innovation and Opportunity Act* ("WIOA"), Public Law 113-128 (29 U.S.C. § 3101, *et seq.*) is to help job seekers access employment, education, training, and support services to succeed in the labor market and to match employers with the skilled workers they need to compete in the global economy;

WHEREAS, Section 121 of WIOA (29 U.S.C. § 3151), establishes the one-stop delivery system and identifies the mandated partners in the system;

WHEREAS, Local Workforce Development Boards ("LWDBs") are responsible for operating the one-stop delivery systems in order to carry out the services and activities mandated by WIOA;

WHEREAS, the mandated partners are responsible for carrying out specified programs and activities and are required to use a portion of their funds to maintain the one-stop delivery system, including contributing to the costs of shared services and infrastructure costs based upon the partner's proportionate use of and relative benefit from the one-stop delivery system;

WHEREAS, the one-stop delivery system in the Commonwealth is known as Pa. CareerLink[®];

WHEREAS, BERKS is the LWDB responsible for the operation of the Pa. CareerLink[®] location in Berks county;

WHEREAS, Section 121 of WIOA identifies the programs authorized under Title 1 of WIOA (29 U.S.C. § 3101, *et seq.*), the *Wagner-Peyser Act* (29 U.S.C. § 49, *et seq.*), Title 1 of the *Rehabilitation Act of 1973* (29 U.S.C. § 720, *et seq.*), the *Trade Act of 1974* (19 U.S.C. § 2271, *et seq.*), and programs authorized under State unemployment compensation laws, (in accordance with applicable federal laws) as mandated partners in the one-stop delivery system;

WHEREAS, DLI's Office of Vocational Rehabilitation ("OVR") is the office in the Commonwealth responsible to promote the employment of individuals with disabilities by providing vocational rehabilitation, job training, and placement services as authorized under Title 1 of the *Rehabilitation Act of 1973*;

WHEREAS, DLI is the agency in the Commonwealth responsible, through its various offices, including but not limited to, the Office of Unemployment Compensation Benefits Policy, the Office of Unemployment Compensation Service Centers, the Office of Unemployment

Compensation Tax Services, and the Unemployment Compensation Board of Review, for the administration of programs authorized under the *Pennsylvania Unemployment Compensation Law*, 43 P.S. § 751, *et seq.*, (in accordance with applicable federal laws) and the *Trade Act of 1974*;

WHEREAS, Section 121 of WIOA requires mandated partners and the LWDB to enter into agreements governing the services to be provided through the one-stop delivery system, the manner in which the services will be coordinated and delivered, and how the costs of the system will be funded, including contributions toward the costs of shared services and the infrastructure costs by the mandated partners;

WHEREAS, costs of infrastructure are non-personnel costs that are necessary for the general operation of the one stop center, including but not limited to: the rental costs of the facilities; the costs of utilities and maintenance; equipment (including assessment-related products and assistive technology for individuals with disabilities) and technology to facilitate access to the one-stop center, including the centers' planning and outreach activities;

WHEREAS, shared services costs are based upon the partners' proportionate use and relative benefit of the one-stop delivery system;

WHEREAS, this IGA serves as the agreement that governs how the LWDB will receive funding from DLI toward shared services and infrastructure costs for the mandated UC Programs and OVR partners administered by DLI; and

WHEREAS, for the purposes of this agreement, the terms "contractor," "grantee," or "recipient" mean the LWDB, "Commonwealth" means the Commonwealth of Pennsylvania, and includes DLI, and the terms "contract," "agreement," or "award" mean this IGA.

NOW THEREFORE, the parties, intending to be legally bound, agree as follows:

I. SCOPE OF AGREEMENT

- A. The LWDB is responsible for oversight and operation of the one-stop delivery system, including each Pa. Careerlink® operated by the LWDB in the local area and provides services as required under WIOA.
- B. Each DLI partner and LWDB will mutually agree upon a budget outlining the costs of the shared services and infrastructure costs for each Pa. Careerlink® operated by the LWDB. The mutually agreed upon budgets will become part of this Agreement by way of an Agreement Addendum signed by DLI and the LWDB.
- C. The Parties may periodically agree to review and revise a budget. Mutually agreed upon budget revisions shall become part of this Agreement by way of an Agreement Addendum signed by DLI and the LWDB.
- D. The DLI partners agree to pay the LWDB, contributions towards the costs of shared services and infrastructure in the amounts mutually agreed to by the Parties.

II. TERM

The term of this IGA shall commence on July 1, 2017 (“Effective Date”) or the date it is last endorsed by a necessary Commonwealth party, whichever is later, and end on June 30, 2022 (unless terminated earlier in accordance with the “Termination” section below).

III. PAYMENT

- A. The DLI partners shall reimburse the LWDB for expenses incurred consistent with the agreed upon budgets on a quarterly basis for invoices submitted. Supporting documentation must be maintained by the LWDB in accordance with Section X of this Agreement. Invoices shall be submitted to the partner program areas within 30 calendar days of the close of the quarter.
- B. The LWDB shall submit invoices in accordance with the invoice templates and instructions developed by the DLI partners (Attachment 1)
- C. If the LWDB submits an invoice that is inaccurate or incomplete, or otherwise does not conform with the requirements of this IGA, the invoice will be returned to the LWDB without payment and with additional instructions. The LWDB may, within 30 days from the date of the letter rejecting the invoice(s), correct and resubmit returned invoice(s).
- D. The LWDB will prepare and send all invoices requesting payment under this Agreement to the addresses indicated on the invoice templates (Attachment 1).
- E. A DLI partner may, in its sole discretion, disapprove any invoiced expenditure submitted by the LWDB that is not in accordance with the mutually agreed upon budget and/or not in accordance with Commonwealth prescribed procedures.
- F. Offset Provision: The Commonwealth may set off the amount of any state tax liability or other obligation of the LWDB or its subsidiaries to the Commonwealth against any payments due the LWDB under any contract with the Commonwealth.
- G. Pennsylvania Electronic Payment Program:
 - 1. Payments will be made to the LWDB through the Automated Clearing House (“ACH”) Network. Within 10 days of the effective date of this IGA, the LWDB must submit or must have already submitted its ACH and electronic addenda information, if desired, to the Commonwealth’s Payable Service Center, Vendor Data Management Unit at 717-214-0140 (FAX), e-mail to RA-PSC_SUPPLIER_REQUESTS@PA.GOV or by mail to the Office of Comptroller Operations, Bureau of Payable Services, Payable Service Center, Vendor Data Management Unit, 555 Walnut Street – 9th Floor, Harrisburg, PA 17101.

2. It is the responsibility of the LWDB to ensure that the ACH information contained in the Commonwealth's central vendor master file is accurate and complete. Failure to maintain accurate and complete information may result in delays in payments.
3. Enrollment information can be obtained online, as applicable (see www.vendorregistration.state.pa.us/cvnu/paper/Forms/ACH-EFTenrollmentform.pdf)

IV. AMENDMENTS

This IGA constitutes the entire agreement between the parties. No amendment changing its scope or term shall have any force or effect unless it is written and signed by both parties. DLI reserves the right to reject any or all amendments that may be requested.

V. TERMINATION

The Commonwealth has the right to terminate this Contract or any Purchase Order for any of the following reasons. Termination shall be effective upon written notice to the Contractor.

- A. **TERMINATION FOR CONVENIENCE:** The Commonwealth shall have the right to terminate the Contract or a Purchase Order for its convenience if the Commonwealth determines termination to be in its best interest. The Contractor shall be paid for work satisfactorily completed prior to the effective date of the termination, but in no event shall the Contractor be entitled to recover loss of profits.
- B. **NON-APPROPRIATION:** The Commonwealth's obligation to make payments during any Commonwealth fiscal year succeeding the current fiscal year shall be subject to availability and appropriation of funds. When funds (state and/or federal) are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year period, the Commonwealth shall have the right to terminate the Contract or a Purchase Order. The Contractor shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the supplies or services delivered under the Contract. Such reimbursement shall not include loss of profit, loss of use of money, or administrative or overhead costs. The reimbursement amount may be paid from any appropriations available for that purpose.
- C. **TERMINATION FOR CAUSE:** The Commonwealth shall have the right to terminate the Contract or a Purchase Order for Contractor default under the Default Clause upon written notice to the Contractor. The Commonwealth shall also have the right, upon written notice to the Contractor, to terminate the Contract or a Purchase Order for other cause as specified in the Contract or by law. If it is later determined that the Commonwealth erred in terminating the Contract or a Purchase Order for cause, then, at the Commonwealth's discretion, the Contract or Purchase Order shall be deemed to have been terminated for convenience under Subparagraph A.

VI. INSURANCE

The LWDB shall ensure that all employees of the LWDB or of any subcontract are covered by all applicable insurances (i.e., Workers' Compensation, Unemployment Compensation, Social Security and Liability insurances).

VII. COMMONWEALTH HELD HARMLESS

- A. The Contractor shall hold the Commonwealth harmless from and indemnify the Commonwealth against any and all third party claims, demands and actions based upon or arising out of any activities performed by the Contractor and its employees and agents under this Contract, provided the Commonwealth gives Contractor prompt notice of any such claim of which it learns. Pursuant to the *Commonwealth Attorneys Act* (71 P.S. Section 732-101, *et seq.*), the Office of Attorney General (OAG) has the sole authority to represent the Commonwealth in actions brought against the Commonwealth. The OAG may, however, in its sole discretion and under such terms as it deems appropriate, delegate its right of defense. If OAG delegates the defense to the Contractor, the Commonwealth will cooperate with all reasonable requests of Contractor made in the defense of such suits.
- B. Notwithstanding the above, neither party shall enter into any settlement without the other party's written consent, which shall not be unreasonably withheld. The Commonwealth may, in its sole discretion, allow the Contractor to control the defense and any related settlement negotiations.
- C. No provision in this Agreement shall be construed to limit the sovereign immunity of the Commonwealth.

VIII. APPLICABLE LAW

This Contract shall be governed by and interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania (without regard to any conflict of laws provisions) and the decisions of the Pennsylvania courts. The Contractor consents to the jurisdiction of any court of the Commonwealth of Pennsylvania and any federal courts in Pennsylvania, waiving any claim or defense that such forum is not convenient or proper. The Contractor agrees that any such court shall have in personam jurisdiction over it, and consents to service of process in any manner authorized by Pennsylvania law.

IX. ASSIGNABILITY

- A. This Agreement may be assigned only with the prior written approval of DLI. Performance of services under this Agreement is not assignable without prior written consent from DLI, which consent may be withheld at the sole absolute discretion of DLI. No invoices will be paid prior to the written approval by DLI.
- B. Any assignment consented to by DLI shall be evidenced by a written assignment agreement executed by the LWDB and its assignee in which the assignee agrees to be legally bound by all of the terms and conditions of this Agreement and to assume the duties, obligations, and responsibilities being assigned.
- C. In the event of a change in name, change in ownership and/or contact person(s), the LWDB will provide written notification specifying all changes and updated information to DLI at the following address within five (5) days of the official change:

Executive Deputy Secretary
Department of Labor and Industry
651 Boas Street, 17th Floor
Harrisburg, PA 17121

A change by the LWDB, in name only, as evidenced by the LWDB's federal identification number remaining unchanged, is not considered to be an assignment.

X. RECORDS

- A. The LWDB shall maintain adequate records relating to its performance under this Agreement and shall permit DLI to have access to and or make available to DLI, or any duly authorized representative, any books, documents, papers, and records which are directly related to its performance under this Agreement for the purpose of making audits, monitoring, examination, excerpts and transcriptions. Records shall be maintained for a period of three (3) years after final payment to the LWDB.
- B. If, prior to the expiration of the three (3) year retention period, any audit, investigation or litigation is begun or a claim is instituted involving the Agreement covered by the records, the LWDB shall retain the records beyond the three (3) year period until the audit, investigation, litigation or claim has been finally resolved.
- C. The LWDB shall maintain any statistical records required by DLI and shall produce statistical data at times and on forms prescribed by DLI.

XI. RIGHT-TO-KNOW-LAW

- A. The LWDB understands that this Agreement and records related to or arising out of the Agreement are subject to requests made pursuant to the Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, (“RTKL”). For the purpose of these provisions, the term “the Commonwealth” shall refer to DLI.
- B. If the Commonwealth needs the LWDB’s assistance in any matter arising out of the RTKL related to this Agreement, it shall notify the LWDB using the legal contact information provided in the Commonwealth’s procurement system (SRM), associated with the above SAP Vendor I.D. No. The LWDB, at any time, may designate a different contact for such purpose upon reasonable prior written notice to the Commonwealth.
- C. Upon written notification from the Commonwealth that it requires the LWDB’s assistance in responding to a request under the RTKL for information related to this Agreement that may be in the LWDB’s possession, constituting, or alleged to constitute, a public record in accordance with the RTKL (“Requested Information”), the LWDB shall:
1. provide the Commonwealth, within ten (10) calendar days after receipt of written notification, access to, and copies of, any document or information in the LWDB’s possession arising out of this Agreement that the Commonwealth reasonably believes is Requested Information and may be a public record under the RTKL; and
 2. provide such other assistance as the Commonwealth may reasonably request, in order to comply with the RTKL with respect to this Agreement.
- D. If the LWDB 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 other information that the LWDB considers exempt from production under the RTKL, the LWDB must notify the Commonwealth and provide, within seven (7) calendar days of receiving the written notification, a written statement signed by a representative of the LWDB explaining why the requested material is exempt from public disclosure under the RTKL.
- E. The Commonwealth will rely upon the written statement from the LWDB in denying a RTKL request for the Requested Information unless the Commonwealth determines that the Requested Information is clearly not protected from disclosure under the RTKL. Should the Commonwealth determine that the Requested Information is clearly not exempt from disclosure, the LWDB shall provide the Requested Information within five (5) business days of receipt of written notification of the Commonwealth’s determination.
- F. If the LWDB fails to provide the Requested Information within the time period required by these provisions, the LWDB shall indemnify and hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the LWDB’s failure, including any statutory damages assessed against the Commonwealth.

- G. The Commonwealth will reimburse the LWDB 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.
- H. The LWDB may file a legal challenge to any Commonwealth decision to release a record to the public with the Office of Open Records, or in the Pennsylvania Courts, however, the LWDB shall indemnify the Commonwealth for any legal expenses incurred by the Commonwealth as a result of such a challenge and shall hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the LWDB's failure, including any statutory damages assessed against the Commonwealth, regardless of the outcome of such legal challenge. As between the parties, the LWDB agrees to waive all rights or remedies that may be available to it as a result of the Commonwealth's disclosure of Requested Information pursuant to the RTKL.
- I. The LWDB's duties relating to the RTKL are continuing duties that survive the expiration of this Agreement and shall continue as long as the LWDB has Requested Information in its possession.

XII. CONTRACTOR INTEGRITY PROVISIONS

It is essential that those who seek to contract with the Commonwealth observe high standards of honesty and integrity. They must conduct themselves in a manner that fosters public confidence in the integrity of the Commonwealth contracting and procurement process.

- A. **DEFINITIONS.** For purposes of these Contractor Integrity Provisions, the following terms shall have the meanings found in this Section:
 - 1. "affiliate" means two or more entities where (a) a parent entity owns more than fifty percent of the voting stock of each of the entities; or (b) a common shareholder or group of shareholders owns more than fifty percent of the voting stock of each of the entities; or (c) the entities have a common proprietor or general partner.
 - 2. "consent" means written permission signed by a duly authorized officer or employee of the Commonwealth, provided that where the material facts have been disclosed, in writing, by prequalification, bid, proposal, or contractual terms, the Commonwealth shall be deemed to have consented by virtue of the execution of this contract.
 - 3. "contractor" means the individual or entity, that has entered into this contract with the Commonwealth.
 - 4. "contractor Related Parties" means any affiliates of the Contractor and the Contractor's executive officers, Pennsylvania officers and directors, or owners of 5 percent or more interest in the Contractor.

5. "financial Interest" means either:
 - a. ownership of more than a five percent interest in any business; or
 - b. holding a position as an officer, director, trustee, partner, employee, or holding any position of management.
 6. "Gratuity" means tendering, giving, or providing anything of more than nominal monetary value including, but not limited to, cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. The exceptions set forth in the Governor's Code of Conduct, Executive Order 1980-18, the 4 Pa. Code §7.153(b), shall apply.
 7. "Non-bid Basis" means a contract awarded or executed by the Commonwealth with Contractor without seeking bids or proposals from any other potential bidder or offeror.
- B. In furtherance of this policy, Contractor agrees to the following:
1. Contractor shall maintain the highest standards of honesty and integrity during the performance of this contract 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 Contractor or that govern contracting or procurement with the Commonwealth.
 2. Contractor shall establish and implement a written business integrity policy, which includes, at a minimum, the requirements of these provisions as they relate to the Contractor activity with the Commonwealth and Commonwealth employees and which is made known to all Contractor employees. Posting these Contractor Integrity Provisions conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the contract services are performed shall satisfy this requirement.
 3. Contractor, its affiliates, agents, employees and anyone in privity with Contractor shall not accept, agree to give, offer, confer, or agree to confer or promise to confer, directly or indirectly, any gratuity or pecuniary benefit to any person, or to influence or attempt to influence any person in violation of any federal or state law, regulation, executive order of the Governor of Pennsylvania, statement of policy, management directive or any other published standard of the Commonwealth in connection with performance of work under this contract, except as provided in this contract.
 4. Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material under this contract, unless the financial interest is disclosed to the Commonwealth in writing and the Commonwealth consents to Contractor's financial interest prior to Commonwealth execution of the contract. Contractor shall disclose the financial interest to the Commonwealth at the

time of bid or proposal submission, or if no bids or proposals are solicited, no later than Contractor's submission of the contract signed by Contractor.

5. Contractor certifies to the best of its knowledge and belief that within the last five (5) years Contractor or Contractor Related Parties have not:
 - a. been indicted or convicted of a crime involving moral turpitude or business honesty or integrity in any jurisdiction;
 - b. been suspended, debarred or otherwise disqualified from entering into any contract with any governmental agency;
 - c. had any business license or professional license suspended or revoked;
 - d. had any sanction or finding of fact imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, bid rigging, embezzlement, misrepresentation or anti-trust; and
 - e. been, and is not currently, the subject of a criminal investigation by any federal, state or local prosecuting or investigative agency and/or civil anti-trust investigation by any federal, state or local prosecuting or investigative agency. If Contractor cannot so certify to the above, then it must submit along with its bid, proposal or contract a written explanation of why such certification cannot be made and the Commonwealth will determine whether a contract may be entered into with the Contractor. The Contractor's obligation pursuant to this certification is ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to immediately notify the Commonwealth in writing if at any time during the term of the contract it becomes aware of any event which would cause the Contractor's certification or explanation to change. Contractor acknowledges that the Commonwealth may, in its sole discretion, terminate the contract for cause if it learns that any of the certifications made herein are currently false due to intervening factual circumstances or were false or should have been known to be false when entering into the contract.
6. Contractor shall comply with the requirements of the *Lobbying Disclosure Act* (65 Pa.C.S. § 13A01, *et seq.*) regardless of the method of award. If this contract was awarded on a Non-bid Basis, Contractor must also comply with the requirements of the Section 1641 of the *Pennsylvania Election Code* (25 P.S. § 3260a).
7. When Contractor has reason to believe that any breach of ethical standards as set forth in law, the Governor's Code of Conduct, or these Contractor Integrity Provisions has occurred or may occur, including but not limited to contact by a Commonwealth officer or employee which, if acted upon, would violate such ethical standards, Contractor shall immediately notify the Commonwealth contracting officer or the Office of the State Inspector General in writing.

8. Contractor, by submission of its bid or proposal and/or execution of this contract and by the submission of any bills, invoices or requests for payment pursuant to the contract, certifies and represents that it has not violated any of these Contractor Integrity Provisions in connection with the submission of the bid or proposal, during any contract negotiations or during the term of the contract, to include any extensions thereof. Contractor shall immediately notify the Commonwealth in writing of any actions for occurrences that would result in a violation of these Contractor Integrity Provisions. Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of the State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the Contractor. Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.
9. Contractor shall cooperate with the Office of the State Inspector General in its investigation of any alleged Commonwealth agency or employee breach of ethical standards and any alleged Contractor non-compliance with these Contractor Integrity Provisions. Contractor agrees to make identified Contractor employees available for interviews at reasonable times and places. Contractor, upon the inquiry or request of an 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 Office of the State Inspector General to Contractor's integrity and compliance with these provisions. Such information may include, but shall not be limited to, Contractor's business or financial records, documents or files of any type or form that refer to or concern this contract. Contractor shall incorporate this paragraph in any agreement, contract or subcontract it enters into in the course of the performance of this contract/agreement solely for the purpose of obtaining subcontractor compliance with this provision. The incorporation of this provision in a subcontract shall not create privity of contract between the Commonwealth and any such subcontractor, and no third party beneficiaries shall be created thereby.
10. For violation of any of these Contractor Integrity Provisions, the Commonwealth may terminate this and any other contract with Contractor, 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 contractor to complete performance under this contract, and debar and suspend Contractor from doing business with the Commonwealth. 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.

XIII. COMMONWEALTH'S CONTRACTOR RESPONSIBILITY PROVISIONS

For the purpose of these provisions, the term contractor is defined as any person, including, but not limited to, a bidder, offeror, loan recipient, grantee or lessor, who has furnished or

performed or seeks to furnish or perform, goods, supplies, services, leased space, construction or other activity, under a contract, grant, lease, purchase order or reimbursement agreement with the Commonwealth. The term contractor includes a permittee, licensee, or any agency, political subdivision, instrumentality, public authority, or other public entity in the Commonwealth.

- A. The Contractor certifies, in writing, for itself and all its subcontractors required to be disclosed or approved by the Commonwealth, that as of the date of its execution of this Contract, that neither the Contractor, nor any subcontractors, nor any suppliers are currently under suspension or debarment by the Commonwealth or any other governmental entity, instrumentality, or authority and, if the Contractor cannot so certify, then it agrees to submit, along with the bid/proposal, a written explanation of why such certification cannot be made.
- B. The Contractor also certifies, in writing, that as of the date of its execution of this contract it has no tax liabilities or other Commonwealth obligations, or has filed a timely administrative or judicial appeal if such liabilities or obligations exist, or is subject to a duly approved deterred payment plan if such liabilities exist.
- C. The Contractor's obligations pursuant to these provisions are ongoing from and after the effective date of the Agreement through the termination date. Accordingly, the Contractor shall have an obligation to inform the Commonwealth if, at any time during the term of the Agreement, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if it or, to the best knowledge of the Contractor, 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.
- D. The failure of the Contractor to notify the Commonwealth of its suspension or debarment by the Commonwealth, any other state, or the federal government shall constitute an event of default of the Agreement with the Commonwealth.
- E. The Contractor shall reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth, which results in the suspension or debarment of the Contractor. 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 Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.
- F. The Contractor may obtain a current list of suspended and debarred Commonwealth contractors by either searching the internet at <http://www.dgs.state.pa.us> or contacting the:

Department of General Services
Office of Chief Counsel
603 North Office Building

Harrisburg, PA 17125
Telephone No: (717) 787-5599 Fax No: (717) 787-9138

XIV. CERTIFICATION REGARDING FEDERAL DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTIONS

- A. The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this transaction by any Federal department or agency.
- B. The Contractor shall not knowingly enter into any lower tier covered transaction (as defined in Executive Order 12549, Debarment and Suspension) with a subcontractor/sub-recipient who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the United States Department of Labor.
- C. The Contractor will include the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions" in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- D. The Contractor shall provide immediate written notice to DLI in the event that the Contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- E. This certification is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the Contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.

XV. NONDISCRIMINATION / SEXUAL HARASSMENT CLAUSE

The Contractor agrees:

- A. In the hiring of any employee(s) for the performance of work, or any other activity required under the contract or any subcontract, the Contractor, subcontractor, or any person acting on behalf of the Contractor or subcontractor shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the *Pennsylvania Human Relations Act* (PHRA) and applicable federal laws, against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.
- B. Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender

identity or expression, or in violation of the PHRA and applicable federal laws, against or intimidate any employee involved in the performance of work, or any other activity required under the contract.

- C. The Contractor and each subcontractor shall establish and maintain a written nondiscrimination and sexual harassment policy and shall inform their employees in writing of the policy. The policy must contain a provision that sexual harassment will not be tolerated and employees who practice it will be disciplined. Posting this Nondiscrimination/Sexual Harassment Clause conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the contracted services are performed shall satisfy this requirement for employees with an established work site.
- D. The Contractor and each subcontractor shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against any subcontractor or supplier who is qualified to perform the work to which the contract relates.
- E. The Contractor and each subcontractor represents that it is presently in compliance with and will maintain compliance with all applicable federal, state, and local laws and regulations relating to nondiscrimination and sexual harassment. The Contractor and each subcontractor further represents that it has filed a Standard Form 100 Employer Information Report ("EEO-1") with the U.S. Equal Employment Opportunity Commission ("EEOC") and shall file an annual EEO-1 report with the EEOC as required for employers' subject to Title VII of the *Civil Rights Act of 1964*, as amended, that have 100 or more employees and employers that have federal government contracts or first-tier subcontracts and have 50 or more employees. The Contractor and each subcontractor shall, upon request and within the time periods requested by the Commonwealth, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to their books, records, and accounts by the contracting agency and the Bureau of Diversity, Inclusion and Small Business Opportunities for the purpose of ascertaining compliance with the provisions of this Nondiscrimination/Sexual Harassment Clause.
- F. The Contractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subcontract so that those provisions applicable to subcontractors will be binding upon each subcontractor.
- G. The Contractor's and each subcontractor's obligations pursuant to these provisions are ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor and each subcontractor shall have an obligation to inform the Commonwealth if, at any time during the term of the contract, it becomes aware of any actions or occurrences that would result in violation of these provisions.
- H. The Commonwealth may cancel or terminate the contract and all money due or to become due under the contract may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the agency

may proceed with debarment or suspension and may place the Contractor in the Contractor Responsibility File.

XVI. FEDERAL LOBBYING CERTIFICATION

The undersigned certifies, to the best of his or her knowledge and belief, that:

- A. 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 the Member of Congress in connection with the awarding of any Federal Agreement, 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 Agreement, grant, loan, or cooperative agreement.
- B. 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 Agreement, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- C. The undersigned shall require that the language of this certification be included in the award documents of all sub-awards at all tiers (including subcontracts, sub-grants, and Agreements under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.
- D. This certification is 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.

XVII. DRUG-FREE WORKPLACE

The Grantee certifies that it will or will continue to provide a drug-free workplace by:

- A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- B. Establishing an ongoing drug-free awareness program to inform employees about:
 - 1. the dangers of drug abuse in the workplace;

2. the Grantee's policy of maintaining a drug-free workplace;
 3. any available drug counseling, rehabilitation, and employee assistance programs; and
 4. the penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- C. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph A;
- D. Notifying the employee in the statement required by paragraph A that, as a condition of employment under the grant, the employee will:
1. abide by the terms of the statement; and
 2. notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- E. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph D.2, from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- F. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph D.2, with respect to any employee who is so convicted:
1. taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the *Rehabilitation Act of 1973*, as amended; or
 2. requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs A, B, C, D, E, and F.

XVIII. HUMAN TRAFFICKING CLAUSE

- A. Trafficking in persons.

1. Provisions applicable to a recipient that is a private entity.
 - a. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not—
 - b. engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - c. procure a commercial sex act during the period of time that the award is in effect; or
 - d. use forced labor in the performance of the award or subawards under the award.
 2. DLI, as the awarding agency, may unilaterally terminate this award, without penalty, if you or a sub-recipient that is a private entity —
 - a. is determined to have violated a prohibition in paragraph A.1 of this award term; or
 - b. has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph A.1 of this award term through conduct that is either—
 - i. associated with performance under this award; or
 - ii. imputed to you or the sub-recipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement),” as implemented by our agency.
- B. Provision applicable to a recipient other than a private entity. DLI, as the awarding agency, may unilaterally terminate this award, without penalty, if a sub-recipient that is a private entity—
1. is determined to have violated an applicable prohibition in paragraph A.1 of this award term; or
 2. has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph A.1 of this award term through conduct that is either—
 - a. associated with performance under this award; or
 - b. imputed to the sub-recipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part

180, “OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement),” as implemented by our agency.

C. Provisions applicable to any recipient.

1. Recipient must inform DLI immediately of any information you receive from any source alleging a violation of a prohibition in paragraph A.1 of this award term.
2. DLI’s right to terminate unilaterally that is described in paragraph A.2 or B of this section:
 - a. implements section 106(g) of the *Trafficking Victims Protection Act of 2000* (TVPA), as amended (22 U.S.C. § 7104(g)), and
 - b. is in addition to all other remedies for noncompliance that are available to us under this award.
3. Recipient must include the requirements of paragraph A.1 of this award term in any subaward you make to a private entity.

D. Definitions. For purposes of this award term:

1. “Employee” means either:
 - a. An individual employed by you or a sub-recipient who is engaged in the performance of the project or program under this award; or
 - b. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
2. “Forced labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
3. “Private entity”:
 - a. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR § 175.25.
 - b. Includes:
 - i. nonprofit LWDB of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 C.F.R. § 175.25(b).

ii. A for-profit organization.

4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. § 7102).

XIX. ANTI-REPRISAL CLAUSE

An employee of a contractor, subcontractor, or grantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in 41 U.S.C. § 4712(a) information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant.

XX. CONFLICT OF INTEREST REQUIREMENTS

- A. The LWDB must maintain written standards of conduct covering conflicts of interest and governing the performance of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent must participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the 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. The officers, employees, and agents of the non-Federal entity must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, non-Federal entities may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the LWDB.
- B. If the LWDB has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, the LWDB must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the LWDB is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.

XXI. PROCUREMENT REQUIREMENTS

- A. All procurement transactions must be conducted in a manner providing full and open competition consistent with the standards of this section. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, and invitations for bids or requests for proposals must be excluded from competing for such procurements. Some of the situations considered to be restrictive of competition include but are not limited to:
1. Placing unreasonable requirements on firms in order for them to qualify to do business;
 2. Requiring unnecessary experience and excessive bonding;
 3. Noncompetitive pricing practices between firms or between affiliated companies;
 4. Noncompetitive contracts to consultants that are on retainer contracts;
 5. Organizational conflicts of interest;
 6. Specifying only a "brand name" product instead of allowing "an equal" product to be offered and describing the performance or other relevant requirements of the procurement; and
 7. Any arbitrary action in the procurement process.
- B. The LWDB must conduct procurements in a manner that prohibits the use of statutorily or administratively imposed state or local geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts state licensing laws. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.
- C. The non-Federal entity must have written procedures for procurement transactions as specified in 2 C.F.R. § 200.319(c).

XXII. PROVISIONS CONCERNING THE AMERICANS WITH DISABILITIES ACT

For the purpose of these provisions, the term contractor is defined as any person, including, but not limited to, the LWDB, a bidder, offeror, supplier, or grantee, who will furnish or perform or seeks to furnish or perform, goods, supplies, services, construction or other activity, under a purchase order, contract, or grant with the Commonwealth of Pennsylvania (Commonwealth).

During the term of this agreement, the contractor agrees as follows:

- A. Pursuant to federal regulations promulgated under the authority of the *Americans with Disabilities Act*, 28 C.F.R. § 35.101, *et seq.*, the contractor understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in this agreement or from activities provided for under this agreement. As a condition of accepting and executing this agreement, the contractor agrees to comply with the "General Prohibitions Against Discrimination," 28 C.F.R. § 35.130, and all other regulations promulgated under Title II of the *Americans with Disabilities Act* which are applicable to the benefits, services, programs, and activities provided by the Commonwealth through contracts with outside contractors.
- B. The contractor shall be responsible for and agrees to indemnify and hold harmless the Commonwealth from all losses, damages, expenses, claims, demands, suits, and actions brought by any party against the Commonwealth as a result of the contractor's failure to comply with the provisions of paragraph A.

XXIII. AUDIT REQUIREMENTS

In compliance with the *Single Audit Act of 1984*, the Contractor agrees to the following:

- A. This Contract is subject to audit by federal and state agencies or their authorized representative in accordance with the auditing standards promulgated by the Comptroller General of the United States and specified in *Government Auditing Standards*, 1994 Revisions (Yellow Book).
- B. The audit requirement of this Contract will be satisfied if a single audit is performed under the provisions of the *Single Audit Act of 1984*, 31 U.S.C. § 7501, *et seq.*, and all rules and regulations promulgated pursuant to the Act.
- C. The Commonwealth reserves the right for federal and state agencies or their authorized representatives to perform additional audits of a financial/compliance, economy/efficiency, or program results nature, if deemed necessary.
- D. The Contractor further agrees to comply with requirements that may be issued by the state agency upon receipt of additional guidance received from the federal government regarding the *Single Audit Act of 1984*.

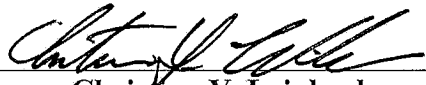
XXIV. SIGNATURES

- A. The signatories represent that they have the authority on behalf of their respective organization to enter into this agreement.
- B. This IGA may be executed by the Parties in counterparts, each of which shall be deemed an original, and all of which taken together shall constitute one single writing.

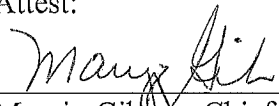
(SIGNATURE PAGE FOLLOWS)

IN WITNESS WHEREOF, the parties hereto have executed this agreement, and acknowledge the foregoing as the terms and conditions of their understanding.

**BERKS COUNTY, on behalf of
BERKS COUNTY WORKFORCE
DEVELOPMENT BOARD**


Name: **Christian Y. Leinbach,**
Title: Chair
1920 Kutztown Rd., Suite G
Reading, PA 19604-1518

11/9/2017
Date

Attest:

Maryjo Gibson, Chief Clerk

FEIN: 23-6003049

SAP Vendor #: 139092-007

**COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF LABOR AND INDUSTRY:**

Executive Deputy Secretary
Department of Labor & Industry
Date

Executive Director
Office of Vocational Rehabilitation
Date

APPROVED AS TO FORM AND LEGALITY:

Office of Chief Counsel
Department of Labor and Industry
Date

Office of General Counsel

Date

Office of the Attorney General

Date

CERTIFIED AS TO THE AVAILABILITY OF FUNDS

Comptroller, Office of the Budget

Date

