

Lancaster County Workforce Development Board

Request for Proposals # 22-10-DisconnectedYouthStudy

Description of Proposal: Comprehensive Disconnected Youth Study

Issue Date: May 02, 2023

Bidder's Conference

Date: May 12, 2023 Time: 2:00 pm Local
Prevailing Time Refer to Section 1, paragraph 1.2
for details

Written Questions

Date: May 19, 2023 Time: 4:00 pm Local
Prevailing Time Refer to Section 1, paragraph 1.2
for details.

Submittal Deadline:

Date: June 2, 2023 Time: 4:00 pm Local
Prevailing Time Refer to Section 5, paragraph 5.1
for submittal instructions.

Point-of-Contact for this RFP

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In accordance with Public Law 101-166, Section 511, known as the Steven's Amendment, this Request for Proposal (RFP) is _100_____ % funded with Federal funds. The Agreement to be entered into as a result of this will also be __100___ % funded with federal funds.

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SECTION ONE - Introduction and Instruction

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

The Lancaster County Workforce Development Board (hereinafter “LCWDB”), a 501c3 corporation with its principal office in Lancaster, Pennsylvania is soliciting competitive sealed proposals (a “Proposal”) from professional firms (each a “Proposer”) that are interested in and capable of conducting a Comprehensive Disconnected Youth Study as further detailed in the scope of work of this RFP (inclusive of all tasks, deliverables, and products required herein “Services”). If the LCWDB elects to make an award to a Proposer in connection with the Services, the Proposed Vendor Agreement included as Attachment A to this RFP as well as all documents incorporated therein shall form the entire agreement between the LCWDB and the successful Proposer (“Agreement”).

1.2

Bidder’s Conference

A bidder’s conference will be held on June 12, 2023 beginning promptly at

2:00 pm. Bidder’s Conference registration is required by emailing Valerie Hatfield at vhatfield@lanastercountywib.com. 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 bidder’s conference potentially alter the intent or scope of the RFP, LCWDB 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.

Written questions will be accepted by email to support@lanastercountywib.com through May 19, 2022 at 4:00pm. Should questions asked through email that potentially alter the intent or scope of the RFP, LCWDB will issue an addendum to the RFP to formally modify the RFP.

Addendums shall be posted to the [LCWDB website](#), and it is the responsibility of the Proposer to retrieve.

1.3

Due Date

The deadline for LCWDB receipt of Proposals is June 2, 2023 at 4:00 pm, local prevailing time, (“Proposal Deadline”). Timely receipt of the proposal is the sole responsibility of the Proposer. Refer to Section 5, paragraph 5.1 for specific Proposal submittal instructions.

1.4 Amendments to Submitted, Unopened Proposals

Amendments to or withdrawals of submitted, unopened Proposals will only be allowed if requests are received by LCWDB prior to the Proposal Deadline. No amendments or withdrawals will be accepted after the Proposal Deadline unless they are in response to the LCWDB'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 fifteen (15) 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 LCWDB. The decision on whether an addendum is required shall be made by LCWDB in its sole discretion.

If an addendum is issued, it shall ultimately be the responsibility of the Proposer to check and download addendums from the LCWDB website.

1.6 Preparation Costs

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

1.7 Public Information

All Proposals and other material submitted become the property of LCWDB and may be returned only at LCWDB'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 LCWDB. 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 LCWDB does so, and if the LCWDB 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.

1.8 Reservation of Rights

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

1.8.1.1 To reject all Proposals and re-issue the RFP at any time prior to execution of the Agreement; to require, in any RFP for similar products and/or services that may be issued after this RFP, terms and conditions that are substantially different from the terms and conditions set forth in this RFP; or to cancel this RFP with or without issuing another RFP.

1.8.1.2 To reject any Proposal if, in LCWDB'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 LCWDB to reject the Proposal.

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

1.8.1.4 To accept or reject any or all the items in any Proposal and award the Agreement for the whole or only a part of any Proposal if LCWDB determines, in its sole discretion, that it is in LCWDB's best interest to do so.

1.8.1.5 To reject the Proposal of any Proposer that, in LCWDB's sole judgment, has been delinquent or unfaithful in the performance of any contract with the LCWDB, is financially or technically incapable, or is otherwise not a responsible Proposer.

1.8.1.6 To waive any informality, defect, non-responsiveness, and/or deviation from this RFP that is not, in LCWDB's sole judgment, material to the Proposal.

1.8.1.7 To permit or reject, at LCWDB's sole discretion, amendments (including information inadvertently omitted), modifications, alterations, and/or corrections to Proposals by one or more of the Proposers following Proposal submission.

- 1.8.1.8 To request that one or more of the Proposers modify their Proposals or provide additional information.
- 1.8.1.9 To request additional or clarifying information from any Proposer at any time, including information inadvertently omitted by a Proposer.
- 1.8.1.10 To require that Proposers appear for interviews and/or presentations of their Proposals at LCWDB's offices.
- 1.8.1.11 To inspect programs similar in type and scope to the work sought in this RFP and/or to inspect the Proposer's facilities to be used in furnishing goods or services required by the RFP.
- 1.8.1.12 To conduct such investigations as LCWDB considers appropriate with respect to the qualifications of any Proposer and with respect to the information contained in any Proposal.

1.9 RFP Timeline

Following is LCWDB's estimated timeline for the RFP process:

Issue RFP	<u>May 2, 2023</u>
Bidder's Conference (registration required)	<u>May 12, 2023 at 2:00pm</u>
Cutoff for Submission of Written Questions (15 business days before the due date by email)	<u>May 19, 2023 at 4:00pm</u>
Deadline for Submission of Proposals	<u>June 2, 2023 at 4:00pm</u>
Review of Proposals	<u>June 5, 2023 - June 16, 2023</u>
Issue Notice of Contract Award	<u>June 19, 2023</u>
Commencement of Work	<u>June 26, 2023</u>

SECTION 2 – Method of Vendor Selection

2.1 Interviews with Firms

LCWDB 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 LCWDB's execution of the Agreement for the purpose of obtaining best and final offers with the LCWDB's approval. The individual identified in the Proposal as the Program Manager, must attend the interview.

2.2 Right to Negotiate

After LCWDB's completion of the Proposal evaluation process, including any interviews held with Proposers during the evaluation process, LCWDB 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 to initiate or terminate negotiations rests solely with the LCWDB, which may be exercised at any time.

2.3 Award of Contract

- 2.3.1** If LCWDB 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 LCWDB. LCWDB intends to award a one (1) year Agreement term with the option of extending the term of the Agreement for an additional program year upon the mutual agreement of the parties. If goals are met and/or exceeded, the Vendor 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 training need, past performance, and the availability of funds. The Vendor should be prepared to begin work on June 26, 2023.
- 2.3.2** LCWDB reserves the right, upon notice to the Proposer, to extend the term of the Agreement for up to three (3) months upon the same terms and conditions. This will be utilized to prevent a lapse in Agreement coverage and only for the time necessary, up to three (3) months, to enter into new Agreement and to ensure a smooth transition process for consumers.
- 2.3.3** The option provision shall be within the sole and exclusive discretion of LCWDB to exercise and shall not obligate LCWDB to extend the Agreement.
- 2.3.4** Amounts of Services to be purchased by LCWDB 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 Administrative and Financial Agreement 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 Administrative and Financial Agreement 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 Administrative and Financial Agreement may have a negative impact on LCWDB'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 because 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 always agrees 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, LCWDB may immediately terminate the Agreement if it determines that there has been a material breach of this provision.

To the extent that LCWDB meets the definition of a “Covered Entity” or “Business Associate” (as such terms are defined under HIPAA) and the successful Bidder is determined by LCWDB to meet the definition of a “Business Associate” or “Subcontractor” (as such terms are defined under HIPAA) of LCWDB, the successful Proposer and LCWDB shall enter into a HIPAA Business Associate Agreement in a form satisfactory to LCWDB 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 LCWDB.

SECTION 4 – Scope of Work

The Youth Committee of the Lancaster County Workforce Development Board (LCWDB) seeks a professional firm experienced in developing, conducting, and comprehensively reporting on a study of disconnected youth in Lancaster County. The LCWDB Youth Committee is responsible for establishing workforce development strategies for young adults in Lancaster County. A comprehensive human-centered focus study of the disconnected young adults in our local workforce delivery area (LWDA) is necessary to better assess the needs, barriers, and deficiencies of the population.

4.1 GENERAL INFORMATION

4.1.1 Duration

- June 26, 2023 through December 31, 2023.

4.1.2 Target Population

- Disconnected young adults between the ages of 16 to 24 years old that reside within Lancaster County, Pennsylvania
- Disconnected young adult is an individual not employed or attended school for at least three consecutive months.
- A disconnected young adult may also be defined as an individual between the ages of 18 to 24 years old that is underemployed, working part-time, or in a position that does not provide a self-sustaining wage.

4.1.3 Eligible Respondents

Eligible applicants must possess:

- A comprehensive understanding of the Lancaster County labor market, youth employment and local educational agencies
- Extensive experience on similar projects and be considered experts in developing, implementing, and finalizing diverse research studies for LWDA’s that are similarly funded by WIOA (Workforce Innovation and Opportunity Act).
- Must be able to demonstrate the ability to meet short-term deadlines while performing the services detailed in the Scope of Work at a high-level.

Entities eligible to apply may be:

- A private for-profit entity
- A government agency (includes school districts, secondary education, and career & technology centers)
- A community-based organization
- A non-profit organization
- A workforce intermediary

The eligible organization will have an experienced team that has previously demonstrated the ability to meet or exceed the requirements set forth in this Scope of Work. Qualified individuals will possess:

- Extensive and proven experience developing, conducting, and finalizing research studies of similar scope (collectively)
- Applicable credentials and clearances required to conduct this study
- Demonstrated technical knowledge and administrative skills necessary to meet the requirements described in the Scope of Work

4.2 SERVICES TO BE PERFORMED

The successful bidder will be responsible for all facets of this project from the developmental stages to conducting the study, and compiling results of the study for the Youth Committee to utilize

4.2.1 Development

Crucial to the development phase of this project is the creation of the project timeline and the content needed to identify (at minimum) the following:

- Status of the (disconnected) young adults
- Location of the (disconnected) young adults within the County (zip code of residency and home school district)
- Reasons young adults are not attending school (high school, post-secondary, short-term training)
- Reasons young adults are not employed
- Reasons young adults are underemployed
- Demographics and social characteristics of the (disconnected) young adults.
- Highest level of education of parent(s) or guardian(s)
- Highest level of education of the (disconnected) young adult
- Family (household) income
- Barriers present that keep the young adult from employment, education, or upskilling to self-sufficient employment

4.2.2 Implementation

The successful bidder will be solely responsible for all stages of conducting the study to attain the outcomes as described. The following are included, but not limited to, the responsibilities during implementation phase:

- Locating consenting young adults to participate in the study.
- Organizing and implementing the study design to include, survey, one-on-one and small group interviews of young adults, educational personnel with direct student work/interactions, and employers to identify barriers.
- Ensure that quantitative and qualitative data are collected, analyzed, and interpreted to provide an understanding of dynamics of disconnected young adults and implications to the work of the LCWDB Youth Committee is statistically valid and can be verified.
- One-on-One sessions and focus groups to provide an opportunity for detailed conversations.
 1. With parents,
 2. With students and young adults between the ages of 16-24 years old,
 3. With teachers, guidance counselors, coaches,

4. With social service organizations,
 5. After-school programs conducted outside of the traditional school hours
- Engagement with local schools and community-based organizations leadership that work closely with students and young adults to identify, but not limited to, the following:
 1. Barriers for young adults
 2. Barriers organizations face as they are attempting to an serving those young adults.

4.2.3 Conclusion

A successful bidder will provide the following:

- A mid-project report due to the LCWDB Youth Committee by **September 1 2023**, to include, at minimum:
 1. Emerging recommendations
 2. Observations
 3. Obstacles (including in obtainment of information to perform services)
- A visual in-person presentation to the members of the LCWDB Youth Committee of the disconnected young adult study findings on **Friday September 8, 2023**. This may include young adult study participants and Q & A discussion
- Incorporate feedback from Youth Committee on 2nd phases of report
- Final Report due to Youth Committee **Friday November 17, 2023**
- Final Presentation of Study to Youth Committee **December 8, 2023**
- All supporting documents and verification that is requested by the LCWDB, staff, or Youth Committee
- Professional recommendations

4.2.4 Performance Monitoring

To ensure the successful completion of this project, the successful bidder will be responsible for the following during the duration of the project:

1. Upon initial award, a detailed plan of action will be submitted to the LCWDB Assistant Director for review with the Youth Committee Co-Chairs. This plan will include, but not limited to:
 - The proposed process and timeline of the study,
 - A detailed description of both quantitative (with questionnaire/survey templates) and qualitative data collection processes,
 - Outreach plan,
 - Staffing structure with copies of applicable credentials and clearances and job tasks,
 - Methods of data collection and validation

4.2.5 Performance Outcomes

1. The results of this study will provide the LCWDB Youth Committee with the necessary data to establish programs and partnerships to meet the workforce development needs of the young adults residing in Lancaster County. The outcomes expected include:
 - Characteristics of current disconnected youth
 - Summary of youth programs in the county

- Service gaps between K-12 and youth serving organizations in relation to career acquisition/post-secondary enrollment
- Evaluation of LCWDB funded youth programs
- Recommendations to better serve youth and decrease disengagement

4.2.6 Data Management

It is the responsibility of the successful bidder to maintain all records, and supporting documentation, related to the operation of this project. This may include, but not limited to:

1. Surveys/questionnaires
2. Participant contact information
3. Participant verification documents
4. All information obtained through the conduction of this study

SECTION 5 – Proposal Format and Content

5.1 Submission of Proposal

5.1.1 Lancaster County Workforce Development Board uses a cloud-based grant management system called Foundant Technologies. Proposers will be required to create an account with Foundant by going to this portal: <https://www.grantinterface.com/Home/Logon?urlkey=lcwdb>.

5.1.2 For first time users, tutorials are provided:

- [Written Tutorial](#)
- [Video Tutorial 1: Site Access & Account Creation](#)
- [Video Tutorial 2: Applying for Funding](#)
- [Video Tutorial 3: Your Applicant Dashboard](#)
- [Apply for a Grant - Applicant Overview Video](#)
 - This video covers the content above in an overview format.

5.1.3 Creating your online account can be simple, if you start with a few things prepared in advance. Our online Grants Manager will allow you to track the status of your application, as well as file grant reports from your account, and you'll be able to edit and submit applications on your own timeline.

All applicants are required to create an account, and we recommend you do this well before any actual grant application deadline. Here's what you'll need:

- Contact information for the point person, and a username that is an email address
- Contact information for your organization, including your EIN/Tax ID number
- Contact information for the Executive Director.

Many of our grant rounds require different documentation, so depending on your organization's status and the specific application guidelines of our grant rounds, you may also be required to upload certain documents.

5.2 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 LCWDB'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 LCWDB'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.

5.3 Qualification Statement

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

- 5.3.1.1** The number of years the Proposer has been in business.
- 5.3.1.2** Provide a summary of the history of your agency. For how long has your agency provided services and in what capacity? Provide specific reference to services like those described in the RFP.
- 5.3.1.3** The names and titles of the Proposer's principals.
- 5.3.1.4** The Proposer's most recent annual report or the company's most recent income statement, balance sheet, and statement of cash flow accompanied by an auditor's report attesting to the accuracy of these financial statements.
- 5.3.1.5** Identify if Proposer holds any current federal certifications for the following: Minority Owned Business (MBE), Women Owned Business (WBE), Small Disadvantaged Business (SDB), Disadvantage Business Enterprises (DBE), 8a Designation, HUB Zone Business Enterprises (HUB) or Disabled Veteran Business (DVBE).

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

- 5.3.2.1** What is the Proposer's main business focus?
- 5.3.2.2** What are the strengths of the Proposer and how will the LCWDB benefit from those strengths?

5.4 Past Performance Measurements and Demonstrated Effectiveness

- 5.4.1.1** List and describe the Proposer's experience with federal, state, or local government or other businesses whom your agency currently or recently holds/held a contract to provide similar services to those described in this RFP. For each listed contract, include name and description of service
- 5.4.1.2** If the Proposer has had experience with any workforce development organization, other than the LCWDB, provide the name and address of the contact organization, and the contact person's name, telephone number, and email address.
- 5.4.1.3** Identify the staff that will be working on this project, and submit their resumes or relevant experience.

- 5.4.1.4** Describe the Proposer's capacity to execute services within the proposed schedule. Describe the Proposer's willingness and ability to commit personnel to meet the scope and schedule of the services.
- 5.4.1.5** Discuss training available to staff, including training in latest trends and developments within workforce development.
- 5.4.1.6** Describe the methodology on how your firm collects data.
- 5.4.1.7** Describe how your firm will develop surveys/qualitative data collection
- 5.4.1.8** Describe your connections to local organizations that will be beneficial in completing this study.
- 5.4.1.9** Describe how the stated performance goals in Section 4 of the Statement of Work shall be achieved.
- 5.4.1.10** Describe the proposed outreach plan. Include how specific populations will be identified and included in outreach efforts.
- 5.4.1.11** Provide an example of reporting that has been provided to workforce development boards, grant providers, and/or the community at large.
- 5.4.1.12** Proposers are encouraged to review the Statement of Work (Section 4) and the various task requirements called for within the scope. If the proposer believes that there are alternative methods for meeting any of the RFP requirements different than those envisioned by LCWDB, the proposer should detail them.
- 5.4.1.13** Identify your fiscal contact
- 5.4.1.14** Upload a sample certificate of insurance evidencing, at minimum, the insurance coverage types and levels set forth in the Proposed Vendor Agreement.

5.5 Forms, Assurances, Certifications

- 5.5.1** Each Proposal shall include a conflict-of-interest statement indicating whether or not any principals in the Proposer, their spouse, or their child is employed by the Lancaster County Workforce Development Board, and whether or not the Proposer or any individuals providing Services has a possible conflict of interest, and, if so, the nature of that conflict. Furthermore, Proposers shall certify the following assurances:
 - HIPAA Business Associate Agreement
 - Non-Collusion Affidavit Form
 - LCWDB Grievance Hearing Procedure
 - Worker Protection and Investment Certification
- 5.5.2** To preserve the integrity of LCWDB employees and elected officials and to maintain public confidence in the RFP process, the LCWDB prohibits the solicitation or acceptance of anything of value by a LCWDB employee or elected official from any person seeking to initiate or maintain a business relationship with LCWDB departments, boards, commissions, and agencies.
- 5.5.3** Proposers shall not pay any salaries, commissions, fees, or make any payments or rebates

to any employee. Nor shall any Proposer favor any employee with gifts or entertainment of significant cost or value, or with services or goods sold at less than full market value.

- 5.5.4** LCWDB 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 LCWDB's determination regarding any question of conflict of interest shall be final.

- 5.5.4.1** A written statement, signed by each proposed subcontractor, that clearly verifies that the subcontractor is committed to render the Services required.

- 5.5.5** A Proposer's failure to provide this information in its Proposal may cause the LCWDB to consider the Proposal non-responsive and reject the Proposal.

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

SECTION 6 - Evaluation Criteria and Process

- 6.1** A committee of LCWDB personnel representing the functions of the Lancaster County Workforce Development Board (WDB) and members of the WDB Committee performing oversight of the program will review and evaluate Proposals submitted in response to this RFP ("Evaluation Committee"). The proceedings of the Evaluation Committee are confidential. Members of the Evaluation Committee are not to be contacted by the Proposers. All communication between a Proposer and the LCWDB shall be through Valerie Hatfield, Contract Manager.

- 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 team members.
 - 6.2.4** Evidence of sufficient levels of insurance coverage.

- 6.3** Proposals must pass this first tier evaluation to move on to the second-tier evaluation described below.

- 6.4** Proposals will be evaluated against the following criteria using point-rated scoring.

- 6.4.1** Ability (Resource Commitment) – The Proposer's ability to perform the required service expeditiously. The Proposer must have the resources to be capable of meeting the required program completion schedule.
 - 6.4.2** Competence (Qualifications of Personnel) – The Proposer's competence in performing

the required Services as indicated by the training, education and experience of the personnel assigned to the team. The Proposer must have in its possession all appropriate and required certifications, permits, and licenses.

- 6.4.3** Past Performance – The Proposer’s past performance on similar programs. If the LCWDB cannot verify references based on the information provided in the Proposal, the scoring for this criteria factor may be affected.
- 6.4.4** Quality and Feasibility (Technical & Organizational Approach) – The quality and feasibility of the Technical Proposal and the Proposer’s understanding of the requirements and the overall goals and objectives of the scope of work.
- 6.4.5** Price.
 - 6.4.5.1** Evaluate the justification for the level of proposed funding.
- 6.4.6** Proposal Content/Format – The Proposal’s compliance with the content and format requirements of the RFP.

LANCASTER COUNTY WORKFORCE DEVELOPMENT BOARD

VENDOR AGREEMENT

THIS VENDOR AGREEMENT (herein the “Agreement”) is entered by and between **LANCASTER COUNTY WORKFORCE DEVELOPMENT BOARD** a Pennsylvania non-profit corporation having its current business address at 1046 Manheim Pike, 2nd Floor, Lancaster, PA 17601 (herein “LCWDB”) and _____, a _____ having a business address at _____ (**herein “Vendor”**).

LCWDB and Vendor enter this Agreement pursuant to the following:

Funding Source: _____
NOO: _____
CFDA #: _____
Contract No.: _____
Contract Name: _____

Intending to be legally bound hereby, LCWDB and Vendor agree as follows:

1. **SERVICES TO BE PROVIDED.** Vendor will provide services to LCWDB as specifically set forth in the Scope of Services attached hereto and incorporated herein as Exhibit A (herein the “Services”).

2. **PURCHASE PRICE.** Vendor shall provide the Services to LCWDB at a cost not to exceed \$ _____ (herein the “Purchase Price”).

- 3. **PAYMENT TERMS.** Vendor shall provide LCWDB with a monthly Financial Status Report (FSR) attached hereto and incorporated herein as Exhibit B (herein the “Payment Terms”).

Financial Status Report/Invoice Form (FSR):

- The FSR is the main source document for Subrecipient to report reimbursable expenditures to LCWDB and will be used as the Subrecipient’s invoice to LCWDB for Services performed. Each FSR must reflect only actual allowable expenses incurred, including accrued expenditures, and may not include projected expenses.
- The FSR must be submitted monthly by the close of business (5:00 pm) of the **5th** business day of each month, following the month being reported. The FSR must show accrued expenditures for the month and the year-to-date expenditures compared to the Program Budget.
- Payments will be processed in accordance with the LCWDB monthly payment cycle. If an undisputed FSR remains unpaid after forty-five (45) days,

Subrecipient should send notice to LCWDB at support@lanastercountywib.com notifying them of the unpaid FSR and giving the LCWDB seven days to cure the unpaid invoice. If after the seven (7) day cure period, the invoice remains unpaid it shall bear interest at a rate of three percent (3%) per annum.

- Failure to submit the FSR by the close of business of the fifth business day of the month will result in LCWDB placing a hold payment status on all future FSRs. The hold status will be released upon receipt of the FSR and payment will be made on the next regular monthly payment cycle.

4. **TERM.** The term of this agreement shall begin on _____ and terminate on _____ unless earlier terminated in accordance with Paragraph 5, and may be extended by the mutual consent of both parties for a period not to exceed twelve (12) months.

5. **TERMINATION.**

a. In the event of a reduction in LCWDB funding in excess of ten (10%) percent, LCWDB may terminate this Agreement by providing Vendor thirty (30) days' written notice.

b. LCWDB may terminate this Agreement in the event of Vendor's breach of any term of this Agreement that is not cured within fifteen (15) days of LCWDB's written notice of such breach. In the event of early termination, (i) if the Agreement is for supplies, Vendor shall be compensated in accordance with this Agreement for Vendor's auditable costs up to and including the date Vendor receives notice of termination, and (ii) if the Agreement is for services, Vendor shall be compensated in accordance with this Agreement only for the actual Services rendered to the effective date of the termination.

c. LCWDB may terminate this Agreement upon the occurrence of any of the following events:

- (1) Bankruptcy or insolvency of either party;
- (2) Sale or other transfer of Vendor;
- (3) If Vendor is an individual, death or permanent disability of the Vendor;
or
- (4) Vendor's failure to timely and satisfactorily perform the Services.

d. If either party defaults in the performance of this Agreement or materially breaches any of its provisions, the non-breaching party may immediately terminate this Agreement if such default is not cured by the breaching party within ten (10) business days after receipt of written notice specifying the default.

e. In the event of termination of this Agreement, Vendor shall, upon

agreement of LCWDB, finish any Services that are in progress and shall be paid for the performance of such Services in accordance with the terms hereof.

6. **INDEPENDENT VENDOR.** Vendor is and shall remain an independent contractor throughout the term of this Agreement, and neither Vendor nor Vendor's employees are, or shall be deemed to be, LCWDB employees. Vendor and LCWDB agree and confirm the following:

a. Vendor has the right to perform services for others during the term of this Agreement. Nothing herein shall be construed to prohibit or inhibit Vendor from seeking out other business opportunities.

b. Vendor has the sole right to control and direct the means, manner, and method by which the Services will be performed.

c. The Services shall be performed by the Vendor, Vendor's employees, or contract personnel, and LCWDB shall not hire, supervise, or pay any assistants to help LCWDB.

d. Neither Vendor nor Vendor's employees or contract personnel shall receive any training from LCWDB in the professional skills necessary to perform the Services.

e. Vendor is responsible for payment of all taxes, insurance premiums and expenses incurred in connection with the rendering of the Services, including, but not limited to FICA, federal, state and local income and wage taxes, unemployment taxes and workers compensation taxes and, if Vendor is not a corporation, self-employment (Social Security) taxes. Upon demand, Vendor shall provide LCWDB with proof that such payments have been made.

7. **FUNDING COMPLIANCE.** Vendor shall comply with all terms and conditions required by sources providing funding for this Agreement, including all applicable laws, rules, and regulations. Receipt of compensation for Services under this Agreement is subject to LCWDB policy and is also subject to auditing and monitoring by federal, state, local government, or private funders.

8. **COSTS AND EXPENSES.** Unless otherwise provided herein, Vendor shall be responsible for all costs including such items as secretarial, travel, printing, photocopying, and any other costs not specifically provided for herein.

9. **INSURANCE REQUIREMENTS.** Vendor shall maintain the following insurance policies, at Vendor's sole cost and expense:

a. A commercial general liability insurance policy, naming LCWDB as an additional insured, protecting against all claims for injury to persons or property, protecting against assumed or contractual liability under this Agreement, and covering negligent acts and omissions of Vendor and Vendor's officers, agents, employees and

invitees with such policy to be in the minimum amount of One Million Dollars (\$1,000,000.00) per occurrence, and with an aggregate limit of at least Two Million Dollars (\$2,000,000.00). Vendor shall provide LCWDB a certificate evidencing such insurance.

b. If applicable, professional liability coverage with limits of at least One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) aggregate, covering the risk of errors and omissions, negligent acts and costs of claims/litigation, including investigation and court costs. If the coverage is written on a “claims made” form, Vendor must ensure that the policy retroactive date is before the date the Agreement is effective, that coverage is maintained during the duration of performance of the Agreement or the term of the Agreement (whichever is longer) and the policy has a reporting period or run-off provision of at least three (3) years following completion or termination of the performance of professional services under this Agreement. Vendor shall provide LCWDB a certificate evidencing such insurance.

10. PROPRIETARY RIGHTS.

a. Vendor agrees that the Services and every component thereof including, without limitation, all designs, plans, reports, specifications, drawings, inventions, processes, software code, works of authorship, and other information or items conceived of, developed, or produced by Vendor while performing Services under this Agreement including, without limitation, all patentable and copyrightable inventions, intellectual property and recordings, in every format, are each a “work for hire” (“Works for Hire”) by LCWDB and are the sole and exclusive property of LCWDB except as provided in 37 CFR 401 and 2 CFR 200.

b. Vendor hereby assigns to LCWDB each such Work for Hire and all copyrights, patents, or trademarks obtained by Vendor while performing Services under this Agreement, as the sole and exclusive property of LCWDB. At LCWDB’s expense, Vendor agrees to execute such additional written assignments to LCWDB as LCWDB requests, and Vendor hereby agrees to assist LCWDB to obtain patents and copyrights for all or any such Work for Hire as LCWDB determines, in its sole and absolute discretion. Such assistance includes providing data, plans, specifications, descriptions, documentation, and other information, as well as assisting LCWDB in completing any required application or registration.

c. Any written, printed, graphic, or electronically recorded information furnished by LCWDB for Vendor’s use is the sole property of LCWDB. This confidential and proprietary information includes, but is not limited to, participant requirements, participant lists, outreach information, and information concerning LCWDB’s employees, products, services, prices, operations, and subsidiaries.

d. Vendor acknowledges that LCWDB is the owner of all LCWDB copyrights, and all derivative rights thereto, and all LCWDB trademarks used in connection with this Agreement, and all other rights and entitlements thereto. Vendor has

absolutely no right, title or interest in or to such copyrights or trademarks or the right to use such in commerce. Vendor agrees that it will not alter LCWDB trademarks, that it will do nothing inconsistent with LCWDB's ownership thereof, and that all goodwill from use of such copyrights and trademarks under this Agreement shall inure to the benefit of LCWDB.

11. **INDEMNIFICATION.** Vendor shall indemnify and hold harmless LCWDB, its officers, employees, representatives, agents, and assigns, harmless and defend LCWDB against and from all claims, demands, costs, expenses, damages, liability, judgement, fines, penalties of any nature including reasonable attorney's fees arising from this Agreement and/or the acts or omissions of Vendor, its officers, employees, representatives, agents, and assigns, except to the extent that the claim has been caused by the sole negligence or sole willful misconduct of LCWDB.

12. **VENDOR CERTIFICATIONS.**

a. Certification for Drug-Free Workplace. Vendor certifies that its facilities are a drug-free workplace.

b. Certification Regarding Debarment and Suspension. Vendor certifies that it has not been debarred, suspended, or otherwise ineligible or excluded from covered transactions by any Federal department or agency.

c. Nondiscrimination and Equal Opportunity. Vendor shall comply with, and assures that it has the ability to comply with, the nondiscrimination and equal opportunity provisions of the following laws and will remain in compliance for the duration of this Agreement:

(1) Section 188 of the Workforce Innovation and Opportunity Act (WIOA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, or political affiliation or belief, or against beneficiaries on the basis of either citizenship status or participation in any WIOA Title I-financially assisted program or activity;

(2) Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the bases of race, color and national origin;

(3) Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;

(4) The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and

(5) Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

13. **CONFIDENTIALITY.** All information provided by LCWDB and indicated as confidential shall not be disclosed or used to the benefit of any person other than LCWDB and all such information shall be returned upon termination of the Agreement. Vendor shall have no obligation hereunder as to any confidential information:

- a. that is generally available on a non-confidential basis from another source;
- b. that has been independently acquired by the Vendor without breaching this Agreement;
- c. that was lawfully in the possession of or known to Vendor prior to disclosure by LCWDB; or
- d. that Vendor is compelled to disclose by court or government action pursuant to applicable law.

14. **RIGHT TO KNOW LAW.** Vendor understands that records related to or arising out of this Agreement are subject to requests pursuant to the Pennsylvania Right to Know Law (RTKL) and agrees to cooperate with the timely production of all documents that may be subject to a RTKL request of LCWDB. Vendor acknowledges that any response by LCWDB to a request for information in accordance with the Right to Know Law is not a breach of this Agreement.

15. **NOTICES.** Any notice or payment required or permitted under this Agreement shall be given by personal delivery to LCWDB, by certified mail, or recognized overnight delivery service.

16. **ASSIGNMENT.** This Agreement may not be assigned by Vendor. Any attempt to assign this Agreement without the written consent of LCWDB shall be null and void and a breach of this Agreement.

17. **RETAINER.** In the event a retainer has been paid by LCWDB to Vendor, Vendor agrees to refund all unused portions of the retainer to LCWDB within ten (10) business days of the termination of this Agreement.

18. **ENTIRE AGREEMENT.** This Agreement is the final agreement between the parties and supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding. This Agreement includes the entire transaction between the parties and there are no representations, warranties, covenants, or conditions except those specified herein. The only

method of altering this Agreement is by a separate document specifically amending the terms and signed by both parties.

19. **SEVERABILITY.** The invalidity or enforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement.

20. **GOVERNING LAW; JURISDICTION; DISPUTE RESOLUTION.** This Agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Pennsylvania without regard to its conflicts of law principles. Venue in any dispute arising hereunder shall lie in the courts located in Lancaster County, Pennsylvania. Vendor and LCWDB agree to seek to resolve any dispute arising out of the performance or breach of this Agreement through good faith negotiations. Nothing herein shall preclude the parties from utilizing alternate methods of dispute resolution as the parties may agree.

21. **COUNTERPARTS.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall be deemed the same agreement. Signatures sent by facsimile, electronic mail or other electronic transmission shall constitute originals.

(Remainder of page intentionally blank; signature page follows.)

Vendor and LCWDB, intending to be legally bound, have entered into this Vendor Agreement as of the dates set forth below.

VENDOR:

Date

BY:

Name:
Title:

LCWDB:

**LANCASTER COUNTY WORKFORCE
DEVELOPMENT BOARD**

Date

BY:

Anna Ramos
Executive Director

**EXHIBIT A
TO
VENDOR AGREEMENT**

Scope of Services

ATTACHMENT B – HIPAA BUSINESS ASSOCIATE AGREEMENT

HIPAA BUSINESS ASSOCIATE AGREEMENT

This HIPAA Business Associate Agreement (this “Agreement”) dated _____, 20____, is by and between the **Lancaster County Workforce Development Board** located at 1046 Manheim Pike, Lancaster PA 17601 (“Covered Entity”) and **Vendor Name** located at Vendor Address (“Business Associate”) related to the work to be performed as described below (Covered Entity and Business Associate, each a “Party” and collectively, the “Parties”).

BACKGROUND

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

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

TERMS

- A. Incorporation of Background. The “Background” paragraphs set forth above are incorporated herein and made a part of the terms of this Agreement as if set forth herein in full.
- B. Effective Date. Except as specifically stated otherwise in this Agreement, the Effective Date shall be the date that first appears above in the introductory paragraph to this Agreement.

ATTACHMENT B – HIPAA BUSINESS ASSOCIATE AGREEMENT

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

ATTACHMENT B – HIPAA BUSINESS ASSOCIATE AGREEMENT

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

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

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

ATTACHMENT B – HIPAA BUSINESS ASSOCIATE AGREEMENT

shall not use or disclose Covered Entity's PHI for Marketing except for or on behalf of Covered Entity with Covered Entity's express written consent and the individual's Authorization.

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

4) Security Safeguards.

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

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

b) Security Breach Notification.

1. General. Business Associate shall comply with the standards and requirements under the Breach Notification Laws, which for purposes of

ATTACHMENT B – HIPAA BUSINESS ASSOCIATE AGREEMENT

this Agreement include, collectively, the provisions relating to breach as set forth in HITECH and its related Rules for Breach Notification for Unsecured Protected Health Information (45 CFR Parts 160 and 164), as may be amended in the future, and in the Pennsylvania Breach of Personal Information Notification Act, and its related regulations, as may be amended from time to time.

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

ATTACHMENT B – HIPAA BUSINESS ASSOCIATE AGREEMENT

incident may result in a “low probability” that Covered Entity’s PHI was compromised under the Breach Notification Laws. Covered Entity has the sole and unfettered right to make any and all risk assessment determinations, and Business Associate shall cooperate with investigations if requested by Covered Entity in order for Covered Entity to comply with its obligations under HIPAA.

- (iv) Assistance and Cooperation. Business Associate shall provide Covered Entity with such information as may be required for Covered Entity to appropriately determine whether an incident is a Security Incident or Breach and provide such notification as may be required under the Breach Notification Laws. Business Associate agrees to assist and cooperate with Covered Entity as needed for Covered Entity and Business Associate to fully comply with the Breach Notification Laws. If Business Associate is the direct or indirect cause of a Breach of Covered Entity’s PHI, including any of Business Associate’s employees, owners, directors, managers, subcontractors, agents, independent contractors, or affiliates, Business Associate shall provide Covered Entity, at Business Associate’s sole cost, administrative support and other resources as may be requested by Covered Entity in order to furnish written notices to individuals affected by the Breach and otherwise comply with the Breach Notification Laws. In the event that Business Associate does not provide such requested assistance and resources in a timely manner, as determined by Covered Entity in its sole and unfettered discretion, then Business Associate shall reimburse Covered Entity for all reasonable and actual costs and expenses (e.g., postage; supplies; administrative staff time, etc.) incurred by Covered Entity in its efforts to comply with the Breach Notification Laws.
 - (v) Indemnification for Failures to Discover or Report Breaches. Business Associate shall defend, indemnify and hold harmless Covered Entity and each of its owners, officers, directors, managers, employees, agents and subcontractors (“Covered Entity Affiliates”) from and against any and all penalties, claims, fines, losses, liabilities, damages, costs and expenses (including reasonable attorneys’ fees and expenses) incurred by Covered Entity or any Covered Entity Affiliates arising out of or in connection with Business Associate’s negligent failure to (a) discover a Breach, (b) timely notify Covered Entity of a Breach that is known or should have been known to Business Associate or (c) otherwise comply with Business Associate’s obligations under the Breach Notification Laws and this Agreement.
- 5) Requested Restrictions. Business Associate acknowledges that Covered Entity is required under § 13405(a) of HITECH to comply with an individual’s requested restriction regarding his or her PHI (unless the disclosure is otherwise required by law) if:

ATTACHMENT B – HIPAA BUSINESS ASSOCIATE AGREEMENT

- a) the disclosure is to a health plan only for purposes of carrying out payment or health care operations (but not treatment); and
- b) Covered Entity's PHI pertains solely to a health care item or service for which Covered Entity has been paid out-of-pocket in full by the individual or the individual's representative.

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

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

ATTACHMENT B – HIPAA BUSINESS ASSOCIATE AGREEMENT

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

ATTACHMENT B – HIPAA BUSINESS ASSOCIATE AGREEMENT

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

ATTACHMENT B – HIPAA BUSINESS ASSOCIATE AGREEMENT

including court costs and reasonable attorneys' fees and disbursements, incurred as a result of, or arising directly or indirectly out of or in connection with:

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

ATTACHMENT B – HIPAA BUSINESS ASSOCIATE AGREEMENT

taxes or assessments on the fees or other remuneration paid or to be paid to Business Associate by Covered Entity.

O. Miscellaneous.

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

ATTACHMENT B – HIPAA BUSINESS ASSOCIATE AGREEMENT

- 10) Counterparts. This Agreement may be executed by the Parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of a number of copies hereof each signed by less than all, but together signed by all of the Parties hereto.
- 11) Interpretation. The Parties agree that any ambiguity in this Agreement shall be resolved in favor of a meaning that complies and is consistent with HIPAA.
- 12) Survival. Any provision of this Agreement that, by its nature, is intended to survive the termination or expiration of this Agreement and/or the BA Services Contract shall survive the termination or expiration of this Agreement and/or the BA Services Contract, including, but not limited to, Paragraph E, Sections (1)(f), (2), (4)(b)(3), (9), and (10), Paragraph I, Section (3), and Paragraph J.

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

COVERED ENTITY:

BUSINESS ASSOCIATE:

LANCASTER COUNTY WORKFORCE DEVELOPMENT BOARD

VENDOR NAME

By: _____
Print Name _____
Title _____
Date: _____
EIN: 23-2147355

By: _____
Print Name _____
Title _____
Date: _____
EIN: _____

ATTEST:

ATTEST:

By: _____

By: _____

Name (printed): _____

Name (printed): _____

Title: _____

Title: _____

ATTACHMENT C – NON-COLLUSION AFFIDAVIT FORM

INSTRUCTIONS FOR NON-COLLUSION AFFIDAVIT

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

ATTACHMENT C – NON-COLLUSION AFFIDAVIT FORM

NON-COLLUSION AFFIDAVIT

State of _____

County of _____

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

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

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

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

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

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

ATTACHMENT C – NON-COLLUSION AFFIDAVIT FORM

I state that (Name of Proposer) understands
(Name of Proposer)

and acknowledges that the above representations are material and important and will be relied on by the Lancaster County Workforce Development Board (LCWDB) 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 LCWDB of the true facts relating to the submission of proposals for this Agreement.

Name: _____

By: _____
Authorized Signatory

Title: _____
President or Vice President

LANCASTER COUNTY WORKFORCE DEVELOPMENT BOARD
GRIEVANCE 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 Lancaster County Workforce Development Board [LCWDB] only for the resolution of complaints arising out of alleged violation of Workforce Innovation and Opportunity Act law, regulations, contracts, or policies. The Lancaster 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. Any complaints involving discrimination based on race, color, sex (including gender identity), national origin, religion, or sexual orientation, are considered Equal Opportunity (E.O.) complaints and will follow the E.O. Policy and Procedure.

STEP I The Opportunity to File a Complaint

The complainant who has an alleged complaint must meet with the designated representative of the Lancaster 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 LCWDB 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 LCWDB. The complainant and LCWDB will discuss the allegation(s) and attempt to resolve the issues informally. The findings of the LCWDB 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:

Anna Ramos, Equal Opportunity
Officer Lancaster County
Workforce Development Board
1046 Manheim Pike
Lancaster, PA 17601

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 LCWDB within five (5) days and request a hearing to seek resolution of the issue(s).

An Impartial Hearing Officer will be appointed by the LCWDB 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 LCWDB 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 Signature

Participant Date

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

Interviewer's Signature

Interviewer's Date



WORKER PROTECTION AND INVESTMENT CERTIFICATION FORM

A. Pursuant to Executive Order 2021-06, *Worker Protection and Investment* (October 21, 2021), the Commonwealth is responsible for ensuring that every worker in Pennsylvania has a safe and healthy work environment and the protections afforded them through labor laws. To that end, contractors and grantees of the Commonwealth must certify that they are in compliance with Pennsylvania's Unemployment Compensation Law, Workers' Compensation Law, and all applicable Pennsylvania state labor and workforce safety laws including, but not limited to:

1. Construction Workplace Misclassification Act
2. Employment of Minors Child Labor Act
3. Minimum Wage Act
4. Prevailing Wage Act
5. Equal Pay Law
6. Employer to Pay Employment Medical Examination Fee Act
7. Seasonal Farm Labor Act
8. Wage Payment and Collection Law
9. Industrial Homework Law
10. Construction Industry Employee Verification Act
11. Act 102: Prohibition on Excessive Overtime in Healthcare
12. Apprenticeship and Training Act
13. Inspection of Employment Records Law

B. Pennsylvania law establishes penalties for providing false certifications, including contract termination; and three-year ineligibility to bid on contracts under 62 Pa. C.S. § 531 (Debarment or suspension).

CERTIFICATION

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

<div style="display: flex; justify-content: space-between;"> <i>Signature</i> <i>Date</i> </div>
<i>Name (Printed)</i>
<i>Title of Certifying Official (Printed)</i>
<i>Contractor/Grantee Name (Printed)</i>