



Request for Proposals

For the period of September 1, 2025 - June 30, 2028

Request for Proposals for Audit and Tax Services

Lancaster County Workforce Development Board

Critical Dates and Information

RFP SUMMARY: The LANCASTER COUNTY WORKFORCE DEVELOPMENT BOARD (LCWDB) is seeking proposals from a Certified Public Accounting (CPA) firm to provide audit and tax services for the LCWDB in accordance with Generally Accepted Auditing Standards and the Generally Accepted Government Auditing Standards (GAGAS).	
Request for Proposals #	25-02 AUDIT
Description of Proposal	Required Contracted Audit Services
Award Amount	To be negotiated with selected proposer. Preference will be given to proposals with budgets between \$30,000 and \$45,000 per year.
RFP Issue Date	May 6, 2025
Bidder's Conference	A bidder's conference will be held on May 9, 2025, beginning promptly at 9:00am Local Prevailing Time. The Proposers may participate in the bidder's conference of this Request for Proposal by emailing Brie Becker at bbecker@lanastercountywib.com for meeting information.
Cutoff for submission of written questions	Questions must be submitted by email to info@lanastercountywib.com by May 19, 2025, at 4pm. A complete list of Q&As will be posted on the LCWDB website. Questions received after the due date will not be answered.
Questions and Answers Posted	May 23, 2025
Submittal Deadline	June 13, 2025, at 4pm
Proposal Review Period*	*Estimated 6/16/25 - 7/3/25
Issue Notice of Contract Award*	*Estimated 8/22/25
Commencement of Work	September 1, 2025
Program Duration	Three Years (September 1, 2025 – June 30, 2028)
Renewal Option	None
Method of Payment	Fee for Services

In accordance with Public Law 101-166, Section 511, known as the Stevens 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. For more information visit <https://www.lanastercountywib.com/wp-content/uploads/2023/05/Stevens-Ame-1.pdf>

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SECTION 1 - General Information

Overview

The Lancaster County Workforce Development Board (LCWDB), a 501(c)(3) organization, is releasing this Request for Proposals (RFP) to solicit proposals from Certified Public Accounting (CPA) firms that have extensive experience in providing audit and tax services to non-profit organizations that receive multiple sources of federal funds. Prior experience auditing Workforce Innovation and Opportunity Act (WIOA) funds is preferred.

Consistent with strict procurement policies, the LCWDB will provide no technical or program assistance to individual proposers, however, written questions submitted to info@lanastercountywib.com regarding this RFP will be accepted through 4:00 pm on Monday, May 19, 2025. All questions and answers will be posted at <https://www.lanastercountywib.com/organizational-integrity/opportunities/> by Friday, May 23, 2025, and will represent a formal modification to this RFP.

For consideration, proposals must be submitted according to the instructions provided in this RFP by 4:00 pm local time on Friday, June 13, 2025.

Organizational Background

The Commonwealth of Pennsylvania designated Lancaster County a Local Workforce Investment Area under the Workforce Innovation and Opportunity Act of 2014. The Local Workforce Development Board (WDB) is authorized under the same Act to set policy for the portion of the workforce investment system within the local area. While the County of Lancaster is the grant recipient, the Workforce Development Board is the fiscal agent for these, and other employment and training funds received locally for programs operated throughout the county.

Overall, the mission of the Lancaster County Workforce Development Board is to coordinate, develop, and maintain an effective and responsive system of programs and services that integrates the needs of employers for an ample and productive workforce with the needs of Lancaster County residents for meaningful work that enhances their quality of life. The LCWDB also promotes local training programs, private-public partnerships, joint ventures, and linkages designed to improve the economic health of Lancaster County.

The Lancaster County Workforce Development Board has Finance and Executive Committees that will be responsible for the final selection of the provider for the services outlined in this RFP.

The LCWDB's annual operating budget is approximately \$8 million. It employs eight staff members. Most program funds are subcontracted to national program providers that provide services at the PA CareerLink® Lancaster County and other venues. The main sources of revenue are the Workforce Innovation and Opportunity Act, the Department of Health and Human Services, and various other federal, state, and local grants and donations.

The organization has a June 30 fiscal year-end with a requirement to file audited financial statements by March 31 of each year.

The LCWDB maintains all accounting records in-house using QuickBooks on-line for our General Ledger. We utilize a payroll software application to process payroll. All accounts receivable and accounts payable as well as all state reporting is conducted by our fiscal team.

For more information about the Lancaster County Workforce Development Board, please visit www.lancastercountywib.com.

RFP Process Details

The Lancaster County Workforce Development Board (LCWDB) shall award a contract to the responsible and responsive organization whose proposal is determined to provide the best overall value to the LCWDB in terms of ability to perform the required services, experience, and cost.

This contract will be for a three-year period, starting September 1, 2025, and ending June 30, 2028, with no renewal option.

The release of this Request for Proposals does not constitute an acceptance of any offer, nor does such release in any way obligate the execution of a contract with any Proposer. The LCWDB reserves the right to accept or reject proposals based on the conditions set forth in this RFP, and to evaluate all accepted proposals on the criteria included in this document.

Proposers should note:

- Specifications contained in this RFP are subject to change upon the release of revised applicable federal and state laws, rules, regulations and/or policies.
- The LCWDB will not be liable for costs incurred in the preparation of proposals or negotiation of contracts. The LCWDB will not be liable for costs or purchases made prior to the effective date of the contract.
- Upon submission, all proposals, in their entirety, become the property of the LCWDB and are subject to the PA Open Records Law.

The award of a contract for any proposed service is contingent upon the favorable evaluation of the proposal and successful negotiation of any changes to the proposal required by the LCWDB.

The LCWDB reserves the right to negotiate the final terms of all contracts with successful organizations. Items that may be negotiated include, but are not limited to, the type and scope of services, cost and fees, management, etc. Likewise, the LCWDB also reserves the right to accept any proposal without substantive negotiation. Therefore, proposers are advised to propose their most favorable terms with their initial submission.

The LCWDB reserves the right to reject all proposals and re-issue the RFP at any time prior to the execution of a final contract; to require in any RFP for similar products and/or services that may be issued subsequent to this RFP, terms and conditions that are substantially different from the terms and conditions set forth in this RFP; or to cancel this RFP with or without issuing another RFP.

The LCWDB further reserves the right:

- To reject the proposal of any organization that, in the LCWDB's judgment, has been delinquent or unfaithful in the performance of any contract associated with the LCWDB or the Fiscal Agent, is financially or technically incapable, has been debarred, or is otherwise not a responsible proposer;
- To waive any informality, defect, non-responsiveness, and/or deviation from this RFP that is not, in the LCWDB's sole judgment, material to the proposal;
- To request that one or more of the proposers modify their proposals or provide additional information;
- To request additional or clarifying information from any proposer at any time, including information inadvertently omitted by a proposer;
- To require that proposers appear for interviews and/or presentations of their proposals at the LCWDB offices and/or via MS Teams;
- To inspect projects similar in type and scope to the work sought in this RFP;
- To conduct such investigations as the LCWDB considers appropriate with respect to the qualifications of any proposer and with respect to the information contained in any proposal;

The auditing firm must be independent and not possess a conflict of interest with the LCWDB.

Minority and women owned businesses are encouraged to submit proposals.

SECTION 2 – Scope of Work

Services to Be Performed

Each proposal is expected to cover the following services:

1. Annual financial statement audit to be completed in compliance with the applicable regulations for the fiscal year end and presentation of reports during meetings with the Finance Committee and Executive Committee at the conclusion of the audit process, as necessary. The report, including the management letter will be provided by the firm to the LCWDB. The draft report will be presented to the Finance Committee by or before January and the final report must be prepared and presented to the Executive Committee for approval by no later than the first Tuesday of March. A presentation to the full LCWDB may be required.

2. Preparation and electronic submission (at the federal and state level) of a federal awards audit in compliance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Final Rule Yellow Book; and OMB Circular A-133, including subsequent revisions to each.
3. Management letter containing comments and recommendations with respect to accounting and administrative controls and efficiency.
4. Preparation and filing of applicable federal and state tax returns for the organization.
5. Advice and guidance on financial accounting and reporting issues that impact audits throughout the year as needed.
6. Preparation and inclusion of the Agreed Upon Procedures for the Department of Labor and Industry and Department of Public Welfare. At the time this RFP was released, these include the following:
 - a. Department of Labor and Industry
 - i. Review of the LCWDB staff payroll to ensure that time charges that are allocated between administrative and programmatic cost categories are accurate and fully substantiated by personal activities reports or allocated through an approved cost allocation plan or indirect cost rate.
 - ii. Review the Schedule of Expenditures of Federal Awards which must be expanded to break out the grant amount and cumulative expenditures by contract number and period.
 - iii. Inclusion of a "WIOA Program Stand-In Costs" schedule, if applicable.
 - iv. Review of the eligibility determination process/system for participants enrolled in WIOA or state-funded programs. This review must verify that participants receiving training or services have been enrolled.
 - b. Department of Public Welfare
 - i. The Agreed Upon Procedures must be performed in accordance with the American Institute of Certified Public Accountants' Statement on Standards for Attestation Engagements (SSAE), Agreed-Upon Procedures Engagements (AT § 201).
7. The following information must be submitted to the Department of Labor and Industry in the Single Audit package:
 - a. Attestation of inclusion of Labor and Industry's Special Provisions;
 - b. The entity's financial statements;
 - c. The schedule of expenditures of Federal awards (including the grant amount and cumulative expenditures by the Bureau of Workforce Development Administration (BWDA) issued contract number and period;
 - d. The schedule of prior audit findings;
 - e. The auditor's opinion (or disclaimer of opinion) as to whether the financial statements are presented fairly in all material respects;
 - f. The auditor's opinion (or disclaimer) as to whether the schedule of expenditures of Federal awards is presented fairly;
 - g. The auditor's report on the entity's internal control related to the financial statements and major programs;
 - h. The auditor's report on the entity's compliance with laws, regulations, and the provisions of contracts or grant agreements;
 - i. A schedule of findings and questioned costs. ☐

Administration

- All work is to be performed in accordance with Generally Accepted Auditing Standards and the Generally Accepted Government Auditing Standards (GAGAS) set forth by Governmental Accounting Standards Board (GASB).
- If a proposal is submitted by the current provider for the LCWDB's Audit services, the individual staff member named as the primary auditor and point of contact for this account must be different from the primary auditor for the 2024 contract.

SECTION 3 – Proposal Instructions: Submission, Format, Content, and Evaluation

Proposals from any entity or combination of entities, public or private, for-profit or not-for-profit may be submitted. 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.

All proposals must be submitted via Foundant Grant Management System no later than 4:00 p.m. local time on Friday, June 13, 2025. Proposals will be considered in final form upon submission. Therefore, no changes may be made to the content or format unless requested by the LCWDB during any portion of the process. No proposals will be accepted after the deadline.

Timely receipt of the proposal is the sole responsibility of the proposer.

Submission of Proposal

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>.

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.

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.

Proposal Content and Format

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. The following prompts in Foundant are designed to facilitate this narrative. 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.

Application Questions

- **Executive Summary:** Describe your understanding of the work to be performed and your firm's ability to perform the work within the time frame required.
- **Professional Experience:**
 - Describe how and why your firm is different from other firms being considered. This should include an explanation of the firm's philosophy, size, structure, and qualifications with serving non-profit organizations with a similar size and operations.
 - Be sure to include any:
 - Prior experience auditing similar organizations (here "similar" can refer to organization size, non-profit, state/federally funded, grant-funded, etc.)
 - Prior experience auditing similar funding sources, including Workforce Innovation and Opportunity Act funds and Temporary Assistance for Needy Families funds
 - Describe your firm's resources devoted to non-profit organizations.
 - Discuss your firm's familiarity with Governmental Accounting Standards Board (GASB).
 - Discuss the firm's independence with respect to the LCWDB.

- Client References: Include a list of the most relevant non-profit clients the firm has served within the past three years and furnish the names and telephone numbers of references whom we may contact.
- **Team Qualifications:**
 - Identify the specific partners, managers, and in-charge staff who will be assigned to this engagement if you are successful in your bid. Include staff who are experienced with Workforce Innovation and Opportunity Act funds (or similar).
 - Upload resumes of the staff members described above, demonstrating relevant experience to the type of services requested.
 - Discuss commitments you make to staff continuity, including your staff turnover experience in the last three years.
- **Audit Approach:**
 - Describe how your firm will approach the proposed services, including the use of affiliates or staff from other locations, areas that will receive primary emphasis and the type of assistance that will be required from the LCWDB.
 - Discuss the firm's use of technology.
 - Provide a tentative timeline for activities.
 - Describe your transition plan from the prior audit firm.
 - Discuss the communication process used by the firm to discuss issues with management and the Board.
- **Financial**
 - Please provide a firm estimate of the number of hours and the fees for the services to be provided. Given that the organization may require more time to complete the statement of work in the first year, please include the fees for subsequent years if there is a difference in cost from year one.
- **Additional Information**
 - Provide a copy of your two most recent peer review reports.
 - Please provide any additional information, not specifically requested, but which you believe would be useful in evaluating your proposal.
- **Required Uploads**
 - Current Certificate of Insurance
 - Non-Collusion Affidavit Form
 - Lancaster County Workforce Development Board Grievance Hearing Procedure
 - Worker Protection and Investment Certification
 - Conflict of Interest Statement Form

SECTION 4 – Evaluation: Criteria, Vendor Selection Process, Award

Evaluation of Proposals

A committee of LCWDB personnel representing the functions of the Lancaster County Workforce Development Board (LCWDB) and members of the LCWDB 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 Brie Becker, Contract Administrator.

Proposals must pass two tiers of evaluation.

First tier: Proposals will be evaluated against the following criteria using a pass/fail determination.

- Completeness of the proposal, including all required uploads and certifications
- Alignment with the instructions for submission

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

Second tier: Proposals will be evaluated against the following criteria using point-rated scoring and a summary evaluation by members of the LCWDB Finance Committee.

- Executive Summary (2 points)
- Professional Experience (5 points)
- Team Qualifications (2 points)
- Audit Approach (3 points)
- Financial Estimate (1 point)
- Peer Review Reports (1 point)

Auxiliary aids and services are available upon request to individuals with disabilities. Equal Opportunity Employer/Program.

Attachment A

Contractor:	Customer:	Lancaster County Workforce Development Board 1046 Manheim Pike Lancaster, PA 17601 717-735-0333
Supervisor:	Contact	Support@lancastercountywib.com
Contact:	(Fiscal):	
Phone:	Contact	bbecker@lancastercountywib.com
Email:	(Contract):	

Project Start: _____

Project Completion: _____

Duration of Services: _____

Total Cost: _____

Funding Source:

NOO:

ALN/CFDA #:

Contract No.:

Contract Name:

CONTRACTED SERVICES AGREEMENT

THIS CONTRACTED SERVICES AGREEMENT (herein the “Agreement”) is entered by and between **LANCASTER COUNTY WORKFORCE INVESTEMENT BOARD d/b/a LANCASTER COUNTY WORKFORCE DEVELOPMENT BOARD (“LCWDB”)**, a Pennsylvania non-profit corporation having its current business address at 1046 Manheim Pike, Lancaster, PA 17601 (herein “LCWDB”) and _____, a _____ having its current business address of _____, (herein “Contractor”).

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

1. **Services To Be Provided.** Contractor 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”). LCWDB shall cooperate with Contractor in connection with the Services, including, without limitation, (i) providing Contractor with relevant contacts and connections requested by Contractor for interviews and potential surveying; and (ii) providing Contractor with all necessary data, information, records, and other materials, access to facilities requested by Contractor related to the provision of the Services. LCWDB and Contractor will

schedule meetings regarding the Services at mutually acceptable dates and times, as necessary or reasonably requested by either party. In the event that LCWDB requests any on-site meetings, LCWDB shall (i) provide and arrange for appropriate meeting space within its facilities.

2. **Fees.** Contractor shall provide the Services to LCWDB at a cost not to exceed (\$.) Dollars (herein the “**Award**”). A true and correct copy of Contractor’s proposed budget for the provision of the Services is attached hereto and incorporated herein as Exhibit “B”. LCWDB acknowledges that the budget set forth on Exhibit “B” is the good faith estimate of Contractor based on Contractor’s currently available information, and that the amounts actually expended will inevitably vary based on the circumstances encountered by Contractor during the provision of the Services but in no event shall Contractor’s budget exceed the Award.

3. **Invoicing And Payment.**

A. LCWDB shall pay Contractor such invoiced amounts for Contractor’s performance of the Services.

B. Contractor shall submit invoices for its performance of the Services to LCWDB on the fifth (5th) of each month and for final payment on . Contractor shall submit such invoice on a form acceptable to LCWDB that shall accurately and completely describe the Services performed by Contractor. All supporting documents and records shall be clearly identified and available to LCWDB for audit and inspection.

C. Total amounts paid to the Contractor shall not exceed the Award and will be paid to Contractor provided that funds are available and are actually provided to LCWDB by the Commonwealth of Pennsylvania, Department of Labor and Industry (herein the “**State**”) and the United States department of Labor (herein “**USDOL**”), which may be affected by funding periods and levels dictated by the State. In the event that funding is not immediately available, LCWDB shall retain Contractor’s approved payment request and remit payment to Contractor as soon as funds are made available and delivered to LCWDB. In the event Contractor reasonably determines that such lack of funding will not be promptly resolved to Contractor’s satisfaction, Contractor may, at its option, either (i) terminate this Agreement by notice to LCWDB; or (ii) withhold the provision of further Services until all outstanding amounts due to Contractor have been paid in full, and any such withholding of Services will not be deemed a breach or default under this Agreement.

D. LCWDB shall continually monitor Contractor’s performance of the Services under this Agreement for compliance with WIOA, its regulations, and all other applicable statutes, regulations, policies, and directives, including monitoring for unallowable costs, as well as low levels of expenditures and excessive rate of expenditures, in relation to the circumstances.

E. Contractor shall comply with all federal statutes, regulations, policies, and guidance, including, but not limited to those regulations and policies promulgated under WIOA, the OMB Uniform Guidance: Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards published by the Office of Management and Budget (the “**Omni Circular**”), including Circular A-102 published by the Office of Management and Budget (“**OMB**”) and OMB Circular A-110, and shall be responsible

for the efficient and timely cash management of its receipts and disbursements of funds subject to this Agreement. Any excess funds paid to Contractor shall be immediately returned to LCWDB.

4. **Term.** The term of this Agreement shall begin on [REDACTED], and terminate no later than [REDACTED] 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. LCWDB shall have the right to terminate this Agreement if LCWDB determines, in its sole discretion, that termination is in its best interest. In the event of such termination, LCWDB shall not be responsible for loss of profits, loss of use of money, or any indirect, incidental, or consequential damages.

B. In the event of a reduction in LCWDB's funding in excess of ten (10%) percent, either party hereto may terminate this Agreement by providing the other party at least thirty (30) days' written notice.

C. LCWDB may terminate this Agreement upon the occurrence of any sale or other transfer of all or substantially all of the equity or assets of Contractor.

D. Either party may terminate this Agreement upon the bankruptcy or insolvency of the other party.

E. 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 or breach is not cured by the breaching party within ten (10) business days after receipt of written notice specifying the default or breach.

F. In the event of any termination of this Agreement for reasons other than a default or breach as set forth in Subsection E, (i) if the Agreement is for supplies, Contractor shall be compensated in accordance with this Agreement for Contractor's auditable costs up to and including the date Contractor receives notice of termination, and (ii) if the Agreement is for services, Contractor shall be compensated in accordance with this Agreement only for the actual Services rendered to the effective date of the termination.

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

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

B. Contractor 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 Contractor, Contractor's employees, or contract personnel, and LCWDB shall not hire, supervise, or pay any assistants to help Contractor.

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

E. Contractor is responsible for payment of all taxes, insurance premiums and expenses incurred by Contractor 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 Contractor is not a corporation, self-employment (Social Security) taxes. Upon demand, Contractor shall provide LCWDB with proof that such payments have been made. Contractor shall also provide LCWDB with a completed IRS Form W-9, as well as proof, upon demand, of the timely filing of all tax reports and returns required to be filed by Contractor with federal, state, or local government agencies.

F. Contractor will disclose any conflicts of interest to LCWDB that may arise out of personal or business relationships of Contractor with LCWDB.

7. **Funding Compliance.** Contractor 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 (including, without limitation, the travel and lodging expenses related to in-person meetings contemplated in the budget attached hereto as Exhibit "B"), Contractor 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.** Contractor shall maintain the following insurance policies, at Contractor's sole cost and expense:

A. A commercial general liability insurance policy, that provides coverage for LCWDB and protects 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 Contractor and Contractor'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). Contractor shall provide LCWDB a certificate evidencing such insurance upon request.

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, Contractor 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. Contractor shall provide LCWDB a certificate evidencing such insurance upon request.

10. **Proprietary Rights.**

A. Contractor 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 Contractor as a result of 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 C.F.R. Part 401 and 2 C.F.R. Part 200.

B. Contractor hereby assigns to LCWDB each such Work for Hire and all copyrights, patents, or trademarks obtained by Contractor while performing Services under this Agreement, as the sole and exclusive property of LCWDB. At LCWDB’ expense, Contractor agrees to execute such additional written assignments to LCWDB as LCWDB requests, and Contractor hereby agrees to assist LCWDB, at LCWDB’ expense, 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. LCWDB hereby grants Contractor a perpetual, royalty-free, limited license to (i) use surveys and data-collection instruments created by Contractor, to the extent they consist of Works for Hire, for Contractor’s commercial purposes; and (ii) disclose Works for Hire, subject to applicable law, for the purpose of providing work samples to prospective clients.

D. Any written, printed, graphic, or electronically recorded information furnished by LCWDB for Contractor’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’ employees, products, services, prices, operations, and subsidiaries.

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

F. LCWDB acknowledges that Contractor is the exclusive owner of its intellectual property, which includes, but is not limited to, Contractor’s trade secrets,

trade names, corporate names, product names, service marks, copyrighted works, websites, promotional materials, platforms, software, and all other intellectual property owned by Contractor that is not Work for Hire under this Agreement (herein “Contractor IP”), and shall retain the right to use the know-how, ideas, techniques, algorithms, and concepts, used by it in the course of providing the Services, whether or not they were known to Contractor prior to the date hereof, as well as any new ideas, techniques, programs, libraries, and tools that Contractor may develop, alone or with the assistance of others, while performing work under this Agreement. In addition, Contractor will have the right to use the generally applicable knowledge, skills, and experience, developed by it in the connection with the services provided under this Agreement.

G. LCWDB shall not, directly or indirectly: reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Services or any Contractor IP; modify, translate, or create derivative works based on the Services or any Contractor IP (except to the extent expressly permitted by Contractor or authorized herein); with respect to any Contractor IP that is provided by Contractor to LCWDB.

11. **Indemnification.**

A. Contractor is protected under the Commonwealth of Pennsylvania’s Tort Claims Act (Act), and as such, cannot and shall not be held responsible or otherwise liable for those actions or inactions specifically enumerated under the Act. Based on the foregoing, each party agrees to protect, indemnify, and hold harmless the other party and its agents, employees, directors, officers, affiliates, consultants, and/or contractors from and against any and all damages, injuries (including bodily injury, dismemberment, and/or death), claims, liabilities, and costs (including reasonable attorneys' fees), which arise or may be suffered or incurred in whole or in part as a result of the acts or omissions of the indemnifying party, its agents, employees, directors, officers, affiliates, consultants, and/or contractors arising under this Agreement, to the extent permitted by law.

B. Subject to the foregoing, Contractor shall indemnify, defend, and hold harmless LCWDB, the State, and the USDOL from and against any and all third party claims and causes of action, as well as related losses, liabilities, judgments, awards, settlements, damages, expenses and costs (including reasonable attorney’s fees and related court costs and expenses) incurred or suffered by LCWDB, the State, or USDOL, which directly relate to or directly arise out of the violation or infringement of any third-party intellectual property rights by LCWDB’ authorized use of the Services and are not caused by the negligent acts or omissions of LCWDB.

12. **Contractor Certifications.**

A. **Certification for Drug-Free Workplace.** Contractor certifies that its facilities are a drug-free workplace as provided in the Drug-Free Workplace Act of 1988, as amended.

B. **Certification Regarding Debarment and Suspension.** Contractor certifies that it has not been debarred, suspended, or otherwise ineligible or excluded from

covered transactions by any federal department or agency, or been debarred by Commonwealth of Pennsylvania.

C. Certification Regarding Lobbying. Contractor certifies that it has not pursued lobbying activities.

D. Certification Regarding Anti-Discrimination Laws. Contractor agrees that it is in compliance in all respects with all applicable Federal anti-discrimination laws material to LCWDB's, the State's, and USDOL's payment decisions for purposes of section 3729(b)(4) of Title 31, United States Code.

E. Certification Regarding Diversity, Equity, and Inclusion. Contractor hereby certifies that it does not operate any programs promoting diversity, equity, and inclusion ("DEI") that violate any applicable Federal anti-discrimination laws.

13. **Prohibited Profits.** Contractor shall not profit from work or services performed by program participants, nor may Contractor sell or in any way profit from any good or service produced or provided by participants as a result of Contractor's provision of the Services.

14. **Nondiscrimination and Equal Opportunity.** Contractor 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:

A. 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, creed, religion, sex (including pregnancy, childbirth, and related medical conditions, orientation, transgender status, and gender identity), national origin (including limited English proficiency), age (except under minimum-age and retirement provisions), marital or veteran status, 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;

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

C. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;

D. The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and

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

15. **Nondiscrimination Under Americans With Disabilities Act.** During the term of this Agreement, the Contractor agrees as follows:

A. Pursuant to federal regulations promulgated under the authority of the Americans with Disabilities Act (ADA), 28 C.F.R. § 35.101 *et seq.*, Contractor understands and agrees that no individual with a disability shall, on the basis of the

disability, be excluded from participation or from activities provided for under this Agreement. As a condition of accepting and executing this Agreement, Contractor agrees to comply with the “General Prohibitions Against Discrimination,” 28 C.F.R. § 35.130, and all other regulations promulgated under Title II of ADA which are applicable to the benefits, services, programs, and activities provided by the State and USDOL through this Agreement.

B. The Contractor shall be responsible for and agrees to indemnify and hold harmless LCWDB and the State from all losses, damages, expenses, claims, demands, suits, and actions brought by any party against LCWDB, or the State, as a result of Contractor’s failure to comply with the provisions of Section 15.A above.

16. **Union Organizing.** Contractor shall not to use funds provided by LCWDB, including any WIOA funds, for assisting, promoting, or deterring union organizing as described in 29 U.S.C. § 2931(b)(7).

17. **Audit.** Contractor may be audited, depending on the amount of the grant providing funding under this Agreement and sampling size, on an annual basis. Contractor shall be responsible for all audits required by the Amended Single Audit Act of 1996. The expense of any audit will be borne by the party requesting such audit. Contractor shall be liable for any overpayments to Contractor as a result of audit exceptions that are caused by the Contractor, and LCWDB shall promptly pay Contractor in the event of any underpayments to Contractor as a result of audit exceptions.

18. **Confidentiality.**

A. Each party (the “Receiving Party”) understands that the other party (the “Disclosing Party”) has disclosed or may disclose business, technical or financial information relating to the Disclosing Party’s business (hereinafter referred to as “Proprietary Information” of the Disclosing Party). Proprietary Information includes without limitation all non-public information regarding features, functionality and performance of the Services and all content made available through the Services. Proprietary Information of LCWDB includes without limitation non-public data provided by LCWDB to Contractor to enable the provision of the Services including LCWDB Personally Identifiable Information (“PII”) and the PII of users of the Services. The Receiving Party agrees: (i) to take reasonable precautions to protect such Proprietary Information of Disclosing Party, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information of Disclosing Party. The Disclosing Party agrees that the foregoing shall not apply with respect to any Proprietary Information, except for PII, that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party or (e) is required to be disclosed by law.

B. Contractor shall treat all PII in accordance with Contractor’s current privacy policy, which policy shall be and remain in compliance with Training and Employment Guidance Letter (“TEGL”) 39-11 as may be amended or updated by the U.S.

Department of Labor located at <https://www.dol.gov/agencies/eta/advisories/training-and-employment-guidance-letter-no-39-11>.

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

D. Unless previously authorized, neither party shall use, issue, or release for publication any articles, photographs, or similar materials including or implying the name of other, or any advertising or publicity matter including or implying the name of other, or relating to the subject matter of this Agreement, without first securing written consent of the other party, which consent may be withheld in such party's sole discretion.

19. **Right to Know Law.** Contractor understands that records related to or arising out of this Agreement are subject to requests pursuant to the Pennsylvania Right to Know Law 65 P.S. §§ 67.101-3104 ("RTKL") and agrees to cooperate with the timely production of all documents that may be subject to a RTKL request of LCWDB. Contractor acknowledges that any response by LCWDB to a request for information in accordance with the Right to Know Law is not a breach of Section 18 of this Agreement.

20. **ACORN Prohibited.** Contractor shall comply with Section 511 of the Consolidated Appropriations Act, 2010 (P.L.111-117, Division E) (herein the "CAA") which prohibits direct or indirect funding by CAA from being provided to the Association of Community Organizations for Reform Now (herein "ACORN") or any of its subsidiaries through Federal grantees or contractors. The USDOL is required to take steps so that no Federal funds from the CAA are awarded or obligated by USDOL grantees or contractors to ACORN or its subsidiaries as sub-grantees, sub-contractors, or other sub-recipients. This prohibition applies not only to a direct recipient of Federal funds, but also to a sub-recipient (e.g., a sub-contractor, sub-grantee, or contractor of a grantee).

21. **Warranty; Limitation of Liability.** Contractor warrants that the Services will not infringe upon any copyright, trademark, patent, or other intellectual-property right, of any third party.

LCWDB ACKNOWLEDGES THAT EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, CONTRACTOR IS NOT PROVIDING ANY WARRANTIES, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO THE SERVICES OR WORK PRODUCT THEREOF. CONTRACTOR DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

EXCEPT FOR THE CONFIDENTIALITY AND INDEMNIFICATION OBLIGATIONS UNDER SECTIONS 11 AND 18 ABOVE, IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER THIS AGREEMENT TO THE OTHER PARTY FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, STATUTORY, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOSS OF USE, LOSS OF TIME, INCONVENIENCE, LOST BUSINESS OPPORTUNITIES, DAMAGE TO GOODWILL OR REPUTATION, OR COSTS OF COVER; REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE.

22. **Non-Solicitation.** During the term of this Agreement and for one (1) year following the expiration or termination date of this Agreement, neither Contractor nor LCWDB shall, in any manner, alone or together with any other persons, directly or indirectly, in any capacity, (i) solicit, encourage, or induce any other person to solicit or encourage, any of the other party's directors, officers, employees, agents, consultants, independent contractors, or partners, to depart from employment or terminate a contractual relationship with the other ; or (ii) solicit, encourage, or induce any other person to solicit or encourage, any person to act, in any such manner.

23. **Force Majeure.** Notwithstanding anything to the contrary in this Agreement, neither LCWDB nor Contractor will not be liable for any delay or non-performance of any obligations under this Agreement, and no such delay or non-performance will constitute a breach or default under this Agreement, if such delay or non-performance was due to an event or occurrence that was beyond the party's reasonable control, including, without limitation, due to laws, regulations, orders, rules, decrees, or other acts of governmental authorities (including, without limitation, administrative, civil, and military authorities); governmental restrictions or prohibitions; changes in laws, regulations, or ordinances; acts of God; national or regional emergencies (whether by law or in fact); wars, invasions, hostilities (whether war is declared or not), acts or threats of terrorism (domestic or foreign), revolutions, rebellions, or insurrections; riots or civil disorder or commotions; criminal acts; nuclear or other accidents; explosions, floods, hurricanes, tsunamis, typhoons, fires, volcanoes, solar flares, impact events, tornados, earthquakes, avalanches, landslides, mudslides, sinkholes, lightning, hailstorms, ice storms, blizzards, windstorms, droughts, extreme heat, extreme cold, or other severe or inclement weather, natural disasters, or casualty; telecommunications-line failures, electrical or other utility outages, computer viruses, or internet or network failures; pandemics, epidemics, local disease outbreaks, public-health emergencies, communicable diseases, or quarantines; and any and all other events, activities, or factors beyond the party's reasonable control, whether similar or dissimilar to any of the foregoing.

24. **Delegation.** With the written approval of LCWDB, Contractor may delegate duties under this Agreement to qualified individuals or entities acting as a subcontractor ("**Subcontractor**") to perform the Services on behalf of Contractor. In the case of such delegation, Contractor represents and warrants that Subcontractor will comply with all provisions and representations in this Agreement and is not disqualified from participation in state or federal grant programs. Contractor agrees that Contractor shall remain responsible for all Services performed by the Subcontractor, for Subcontractor's compliance with the terms of this Agreement, and shall indemnify, defend, and hold LCWDB harmless from all claims and liabilities in connection with any Services performed by Subcontractor; except for claims and liabilities arising from the gross negligence, willful misconduct, or fraud of LCWDB or its employees or other agents. Contractor shall remain responsible for any confidential or proprietary information that is shared with the Subcontractor in accordance with this section.

25. **Notices.** Any notice or other communication required or permitted under this Agreement shall be given by personal delivery, certified mail, recognized overnight delivery service, or electronic mail.

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

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

28. **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.

29. **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.

30. **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. Contractor 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.

31. **Representation of Authority.** The signatories hereto represent and warrant that the execution of this Agreement by the undersigned representative of each party has been duly and validly authorized; and, when duly executed, this Agreement will constitute a valid and legally binding enforceable obligation of each party.

32. **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.)

Contractor and LCWDB, intending to be legally bound, have entered into this Contracted Services Agreement on the dates set forth below.

CONTRACTOR:

Date

BY: _____
Name:
Title:

LCWDB:

**LANCASTER COUNTY
WORKFORCE INVESTMENT
BOARD**

Date

BY: _____
Anna Ramos, Executive Director

**EXHIBIT A
TO
CONTRACTED SERVICES AGREEMENT**

Scope of Services:

EXHIBIT B
TO
CONTRACTED SERVICES AGREEMENT
Budget

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 Audit Services as further detailed in RFP #25-02 AUDIT (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

REQUEST FOR PROPOSAL GRIEVANCE AND HEARING

PROCEDURE

This procedure is to be followed for bidders wishing to protest procurement actions before the Request for Proposal (RFP) period has ended.

STEP I The Opportunity to File a Complaint

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

STEP II The Opportunity for an Informal Conference

If the bidder 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 bidder and LCWDB will discuss the allegation(s) and attempt to resolve the issues informally. The findings of the LCWDB will be submitted to the bidder 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:

Carrie McCullough, Equal Opportunity Officer
Lancaster County Workforce Development Board
1046 Manheim Pike
Lancaster, PA 17601

STEP III The Opportunity for a Hearing

If the bidder 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 bidder 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 bidder 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 bidder, the bidder 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.

Bidder's Signature

Date

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

Interviewer's Signature

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>

Attachment 1a: Conflict of Interest Code Form: Non-Board Members

CONFLICT OF INTEREST CODE - LOCAL WORKFORCE DEVELOPMENT BOARD

I, _____, Lancaster County Workforce Development Board committee or **non-**
Print Name

board member, agree to the terms and conditions contained herein.

Local workforce development boards, committee members staff, and other individuals acting on behalf of the local board in fiscal/procurement matters are to provide responsible stewardship for and oversight of publicly funded workforce programs. The roles and responsibilities of all individuals acting on behalf of or advising the local board must be executed in a manner that demonstrates strong integrity, accountability, and transparency in order to preserve the public trust. All voting and non-voting local board members, committee members, those acting on behalf of the local board and board staff are subject to the provisions of state and local conflict of interest policies.

REQUIRED ACTIVITIES

All persons acting on behalf of the local workforce development board in fiscal/procurement matters must:

- Recuse themselves from their official duties if there is a real or perceived conflict of interest;
- Advise the board of any potential or perceived conflicts of interest by disclosing those employers, organizations and/or entities that the individual or immediate family may be associated with in an attachment to this executed form; and
- Ask the local board for guidance if there is any doubt as to whether a specific situation involves or constitutes a real or perceived conflict of interest.

Conflict of Interest includes, but is not limited to:

- A direct or indirect financial interest in the award of the contract to any entity;
- The individual or immediate family member is currently employed by, or is a consultant to or under contract to the entity seeking the award;
- The individual is negotiating or has an arrangement regarding future employment or contracting with any entity seeking the award; and
- The individual has an ownership interest in, or is an officer or director of, any entity seeking the award.

RESTRICTED ACTIVITIES

Local workforce development board committee members or other individuals must not:

- Cast a vote on or participate in any decision-making capacity on the provision of services by such individual (or by an organization that such individual directly represents);
- Cast a vote on or participate in any matter that would provide any direct benefit to such individual or the immediate family of such individual;

- Engage directly or indirectly in any business transaction or private arrangement for profit (including any third-party transactions) that develops from or is based upon the individual's status or authority with the board;
- Participate in the negotiation of or decision to award contracts or grants, the certification of any eligible providers, or the selection of any one-stop (PA CareerLink®) operator with or for any entity in which the individual has a financial or personal interest;
- Use board equipment, supplies or properties for the individual's own private gain or for any reason other than official designated purposes; or
- Represent or act as an agent for any private interest, either for compensation or not, in any transaction:
 - In which the board has a direct and substantial interest; or
 - Which could be reasonably expected to result in a conflict between a private interest of the individual and his/her/their official board responsibility

Local workforce development board committee members, staff, or other individuals who participate in the development of contract specifications or standards are prohibited from receiving any direct financial benefit from any resulting contract. In addition, no corporation, partnership, sole proprietorship, firm, enterprise, franchise, association, trust, foundation, or other entity shall receive the contract if it would create a conflict of interest for the individual who participated in this manner.

Note: The local workforce development board shall adopt in its bylaws a conflict of interest policy meeting the minimum standards set forth in the state's conflict of interest document.

I, _____, have the following conflict of interest to report:

Self/Family Member Name	Relationship	Organization/company	Position(s) Held

*Please add separate sheet for additional declarations

VIOLATIONS OF THE CONFLICT OF INTEREST CODE

- If, after an investigation, the board believes that this code has been violated, it may recommend to the Governor or the Chief Elected Official(s) of the local workforce development area that the individual who has violated the code be removed or prevented from participating in any other fiscal/procurement activity for the local workforce development board.

- If, during oversight by L&I, it is suspected this code has been violated, a recommendation will be made to the LWDB to conduct an investigation. A report of the results of that investigation and any corrective action must be provided to L&I within 10 days.
- The Governor, or the Chief Elected Official(s) of the local workforce development area, has the authority to restrict the involvement of an individual for a violation of this code, even if the board has not made such a recommendation.

Signature _____ Date _____

The LWDB must maintain an updated copy of each individual's conflict of interest form for monitoring purposes.