

## DISCLAIMER

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**SUBRECIPIENT AGREEMENT**

**OFFICE OF THE COMMISSIONERS  
COVID-19 COUNTY RELIEF BLOCK GRANT**

THIS SUBRECIPIENT AGREEMENT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2020,

BY

AND

BETWEEN

County of Lycoming, hereinafter referred to as "COUNTY", with its principal place of business at:

48 W 3rd St,  
Williamsport, PA 17701

AND

\_\_\_\_\_, hereinafter referred to as "SUBRECIPIENT", with its principal place of business at:

\_\_\_\_\_  
\_\_\_\_\_

WITNESSETH:

WHEREAS, the COUNTY has been awarded a COVID-19 County Relief Block Grant (CRBG) as further prescribed under the provisions of the Coronavirus Aid, Relief, and Economic Security Act, 2020 Enacted H.R.748, 116 Enacted H.R. 748, (the "CARES Act") the U.S. Department of the Treasury is authorized to transfer funds to the Commonwealth to cover costs of the Commonwealth that: (1) are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19); (2) were not accounted for in the budget most recently approved as of the date of enactment of this section for the Commonwealth or government; (3) were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020; and

WHEREAS, the COUNTY wishes to financially assist the SUBRECIPIENT in carrying out the activity(ies) hereinafter defined; and

WHEREAS, the SUBRECIPIENT desires said financial assistance and acknowledges that they shall comply with federal and state regulations.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements hereinafter set forth, the parties hereto intending to be legally bound hereby, do covenant and agree for themselves, their respective successors and assignees as follows:

**ARTICLE I  
THE SERVICES OF SUBRECIPIENT**

Subject to the terms of this AGREEMENT, the COUNTY hereby grants to the SUBRECIPIENT out of CRBG funds appropriated to the COUNTY by DCED in accordance with the CRBG Program funds in the amount of \_\_\_\_\_ (\$ \_\_\_\_\_) or such portion thereof as may be required. Which said grant is made subject to the condition that it shall be used by the SUBRECIPIENT to carry out the following activity(ies):

\_\_\_\_\_

**ARTICLE II  
COMPLIANCE WITH DCED, UNIFORM GUIDANCE, AND COUNTY REQUIREMENTS**

All activities authorized by this AGREEMENT shall be performed in accordance with the CRBG Program Under Article I-C entitled Emergency COVID-19 Response, Subarticle D, Section 130-C entitled County Block Grant of the act of May 29, 303 (PL. 186, No. 24) amending the Fiscal Code (the "Act") and other applicable federal and state statutes and regulations and special conditions, relevant directives and guidelines provided by DCED and/or the COUNTY. The SUBRECIPIENT acknowledges that this AGREEMENT is subject to all requirements as set forth in the AGREEMENT and further agrees that it will comply with all future requirements determined by DCED or the COUNTY, as necessary.

The SUBRECIPIENT also agrees to comply with Office of Management and Budget 2 CFR 200, entitled "Uniform Administrative Requirements for Federal Awards," the following applicable requirements of the Uniform Guidance (2 CFR Part 200): to include 2 CFR § 200.303 regarding internal controls, 2 CFR §§ 200.330 through 200.332 regarding subrecipient monitoring and management, and subpart F regarding audit requirements.

The SUBRECIPIENT further acknowledges and agrees as the "Contractor" to all terms and conditions in attachment "D."

**ARTICLE III  
CONSULTANT**

COUNTY has designated SEDA-Council of Governments' (SEDA-COG), 201 Furnace Road, Lewisburg, PA 17837, as its Agent for the implementation, oversight, and administration of this Program. SUBRECIPIENT hereby agrees to recognize this agency designation, engage SEDA-COG, cooperate fully, and accept direction from SEDA-COG's staff in the same manner as if provided by COUNTY. COUNTY acknowledges that SEDA-COG shall review and approve any and all release of CRBG funds due to SUBRECIPIENT under the terms of this AGREEMENT, and decisions of SEDA-COG and COUNTY shall be final.

**ARTICLE IV  
EFFECTIVE DATE AND TERMINATION DATE**

Subject to the provisions of this AGREEMENT and the availability of state and federal funds, the term of this AGREEMENT shall be effective on \_\_\_\_\_, and shall terminate on December 30, 2020. The SUBRECIPIENT acknowledges that failure to complete the project, assisted in whole or in part by these funds, on or before this termination date, shall render the project ineligible and require repayment/surrender of all CRBG funds.

**ARTICLE V  
FISCAL DUTIES OF THE SUBRECIPIENT**

- A) The funds under this AGREEMENT will be requisitioned by the COUNTY on behalf of the SUBRECIPIENT upon receipt of copies of approved, eligible invoices. Payment to the SUBRECIPIENT or subcontractor shall be only due upon receipt of funds from the CRBG program by the COUNTY.
- B) In the case of direct costs incurred by the SUBRECIPIENT, payment will be made by the COUNTY upon receipt of a certified statement of said costs. Requests shall be on the form provided by the COUNTY.
- C) The SUBRECIPIENT agrees that it will use the funds granted hereunder or as much as may be necessary to complete the aforesaid activity(ies) in accordance with the terms proposed. If, after all or any part of the funds have been paid, the SUBRECIPIENT decides to terminate or alter the activities, the COUNTY, in its sole discretion, may require repayment or redirection of the funds theretofore paid.
- D) The SUBRECIPIENT agrees to avail all books and records to the COUNTY in order to facilitate any audit required by the COUNTY, its Agent and/or DCED.
- E) In the event the COUNTY shall be entitled to repayment or redirection of use of all, or a portion of the funds granted herein, the repayment or redirected use shall include, if any, all interest, income, accumulations and the monetary equivalent of any appreciation in value of any property (real, personal, or mixed) purchased with the funds granted herein. Upon request by the COUNTY for repayment, a check shall be written for the principal plus the total of any such interest, income, accumulations, or appreciation in value.
- F) Any income received by the SUBRECIPIENT resultant from the use of these CRBG funds must be transferred to the COUNTY. COUNTY shall document and report this income as required by DCED. Income shall include, but is not limited to, repayments of interest and/or principal on loans, interest on revolving funds, proceeds from the sale or lease of property or equipment purchased with CRBG funds, and as further delineated in 24 CFR, Part 570.500, excluding, however, any income received through special assessments of non-low and non-moderate-income residents which shall be retained and expended for the activities for which the SUBRECIPIENT received these CRBG funds as specified herein at ARTICLE I, Paragraph (A).
- G) The COUNTY shall report on all income earned during the reporting year.
- H) Budget and Costs
  - 1) The SUBRECIPIENT shall request disbursement of activity costs in accordance with the budget. No other request shall be made. In no event may the COUNTY'S share of the budget be increased unless and until a properly submitted budget revision proposal is considered, approved, and made a part hereof by the COUNTY.

- 2) The SUBRECIPIENT shall charge to the account all approved costs of the activity. All such costs, including services contributed by the SUBRECIPIENT or others and charged to the account, shall be supported by properly executed payroll records, time records, invoices, contracts, vouchers or other records indicating, in proper detail, the nature and propriety of the charge.

**ARTICLE VI  
TERMINATION FOR DEFAULT, CONVENIENCE  
OR AVAILABILITY OF FUNDS**

A) Termination for Default

If, through any cause, the SUBRECIPIENT shall fail to fulfill, in a timely and proper manner, its obligations under this AGREEMENT, or in the event of violation of any of the covenants contained herein, the COUNTY shall thereupon have the right to terminate this AGREEMENT by giving written notice to the SUBRECIPIENT specifying the effective date of termination. Said notice shall be given in writing to the SUBRECIPIENT and will be effective upon receipt by the SUBRECIPIENT. In such event, all records and such grant monies as may have been expended contrary to the terms of this AGREEMENT, shall be turned over to the COUNTY.

B) Termination for Convenience

The COUNTY or SUBRECIPIENT may terminate this AGREEMENT at any time by giving written notice to the other party of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination.

- C) Any and all payment from the COUNTY to the SUBRECIPIENT under this AGREEMENT is conditioned upon receipt of appropriately budgeted funds from DCED's CRBG Program.

- D) Termination of this AGREEMENT shall be in accordance with 2 CFR 200, subpart D. The following applicable requirements of the Uniform Guidance (2 CFR Part 200): to include 2 CFR § 200.303 regarding internal controls, 2 CFR §§ 200.330 through 200.332 regarding subrecipient monitoring and management, and subpart F regarding audit requirements.

**ARTICLE VII  
TEMPORARY SUSPENSION OF PROJECT**

The SUBRECIPIENT shall suspend all or any part of its activities utilizing funds granted by the COUNTY, at any time during the period covered by this AGREEMENT, upon receiving written notice from the COUNTY or its Agent. The COUNTY or its Agent may give notice to suspend:

- 1) For violations of regulations, audit exceptions, misuse of funds or when responsible public officials or private citizens make allegations of mismanagement, malfeasance or criminal activity; or
- 2) When, in the opinion of the COUNTY, the activities cannot be continued in such manner as to adequately fulfill the intent of statute or regulations due to act of God, strike or disaster; or
- 3) When, for any reason, the DCED gives notice of termination or suspension to the COUNTY; or
- 4) Temporary suspension of this AGREEMENT shall be in accordance with 2 CFR 200, subpart D. The following applicable requirements of the Uniform Guidance (2 CFR Part 200): to include 2 CFR § 200.303

regarding internal controls, 2 CFR §§ 200.330 through 200.332 regarding subrecipient monitoring and management, and subpart F regarding audit requirements.

**ARTICLE VIII  
INTEREST OF THE SUBRECIPIENT**

- A) The SUBRECIPIENT covenants that it and its employees presently have no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its activities hereunder. The SUBRECIPIENT further covenants that in the performance of this AGREEMENT, it will not knowingly employ any person having any such interest.
- B) The SUBRECIPIENT will establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business or other ties.

**ARTICLE IX  
INTEREST OF MEMBERS OF THE COMMONWEALTH AND OTHERS**

No officer, member or employee of the COMMONWEALTH and no member of its governing body who exercises any functions or responsibilities in the review or approval of services being performed under this AGREEMENT shall participate in any decision relating to this AGREEMENT which affects his personal interest or the interest of any corporation, partnership or association in which he is directly or indirectly interested; nor shall any such officer, member or employee of the COMMONWEALTH and no member of its governing body have any interest, direct or indirect, in this AGREEMENT or the proceeds thereof.

**ARTICLE X  
ASSIGNMENT, TRANSFER, COLLATERAL USE**

The SUBRECIPIENT shall not assign any interest in this AGREEMENT, nor shall any interest be transferred by novation or assignment without prior written consent of the COUNTY or its Agent.

**ARTICLE XI  
RESPONSIBILITIES OF SUBRECIPIENT**

- A) The SUBRECIPIENT shall perform the activities under this AGREEMENT as an independent SUBRECIPIENT and shall provide workmen's compensation insurance where the same is required, and shall accept full responsibility for the payment of premiums for workmen's compensation and social security, as well as all income tax deductions and any other taxes or payroll deductions required by law for its employees who are performing services specified by this AGREEMENT.
- B) The SUBRECIPIENT shall hold the COUNTY and its Agent harmless and indemnify from any and all claims, demands, and actions based upon or arising out of any activities performed by its employees under this AGREEMENT in a manner which is contrary to the direction of the COUNTY or its Agent, and shall defend any and all actions brought against the COUNTY and its Agent based upon any such claims or demands. It is understood and agreed that the SUBRECIPIENT'S standard liability insurance policies protect, or shall be endorsed to protect, the COUNTY and its Agent from claims of bodily injury and of property damage arising out of any services performed by the SUBRECIPIENT or its employees or agents under this AGREEMENT,

including business and non-business invitees and their property and all other property sustaining damage as a direct or indirect result of the execution of this activity when validly present on SUBRECIPIENT'S premises whether or not actually engaged in the activity at the time the claim inures.

## **ARTICLE XII RECORDS**

The SUBRECIPIENT shall maintain full and accurate records at its principal office or place of business with respect to all matters covered by this AGREEMENT. The COUNTY, its Agent, or any designee, shall have full access thereto during regular business hours and at all times necessary to original instruments, including records or copies thereof in possession, custody or control of the SUBRECIPIENT. This shall include the right to examine and audit, the right to make transcripts therefrom, the right to inspect all activity data, documents, proceedings, records or notes of activities. It shall be the duty of the SUBRECIPIENT to retain all activity records for a period of three (3) years after the final audit and the DCED grant is closed, except in those cases where unresolved audit questions or litigation may require maintaining some or all records for a longer period. In such event, records shall be maintained until all pending matters are resolved. (2 CRF 200.333).

## **ARTICLE XIII PROGRESS REPORTS**

The SUBRECIPIENT shall furnish to the COUNTY or its Agent such information as may be necessary for the COUNTY to report to DCED. These reports include, but are not limited to, status reports of the activity, activity accounts, statements, certificates, approvals, proposed budgets, copies of all contracts executed and proposed, employment placement, follow-up reports, any and all other information relative to the activity as may be requested by DCED.

## **ARTICLE XIV SUBCONTRACTS**

- A) The COUNTY or its Agent reserves the right to require the SUBRECIPIENT to submit subcontracts for prior review and approval. If the COUNTY exercises such right by notifying the SUBRECIPIENT of the requirement, the SUBRECIPIENT shall not execute or enter into any subcontract with any person or entity in any respect concerning the activities herein without prior written approval of the COUNTY.
- B) If the COUNTY or its Agent does not notify the SUBRECIPIENT of the requirement of prior review and approval of subcontracts, the SUBRECIPIENT shall submit copies of executed subcontracts for informational and reporting purposes.
- C) The SUBRECIPIENT shall be responsible for the quantity and quality of the performance of any of its subcontracts.

## **ARTICLE XV AMENDMENTS**

This AGREEMENT shall not be subject to any alterations, amendments, extensions, or revisions by any previous, contemporary, or subsequent purported written or oral statement or agreement, except by an AGREEMENT amendment properly executed by the parties. However, revisions to the scope of work, to the proposal or to the AGREEMENT budget may be proposed by the SUBRECIPIENT and approved and made a part hereof upon written notification from the COUNTY.

In addition, the SUBRECIPIENT is subject to COUNTY directives as stated in ARTICLE II of this AGREEMENT. Thus, a directive may be issued by DCED that would result in amending a requirement or provision of this AGREEMENT.

## **ARTICLE XVI PROJECT OFFICERS**

The COUNTY and the SUBRECIPIENT shall each designate a Project Officer who shall be its authorized representative in all matters relating to this AGREEMENT. COUNTY hereby designates SEDA-Council of Governments', 201 Furnace Road, Lewisburg, PA 17837, as their Agent and authorized representative.

## **ARTICLE XVII ASSURANCES**

- A) The SUBRECIPIENT, on behalf of the COUNTY and to the extent possible by its participation, makes assurances that it will carry out its responsibilities under this AGREEMENT in compliance with the following statutes, regulations or guidelines.
- 1) Office of Management and Budget 2 CFR 200, entitled "Uniform Administrative Requirements for Federal Awards." The following applicable requirements of the Uniform Guidance (2 CFR Part 200): to include 2 CFR § 200.303 regarding internal controls, 2 CFR §§ 200.330 through 200.332 regarding subrecipient monitoring and management, and subpart F regarding audit requirements.
  - 2) Davis-Bacon Act, P.L. 86-624, as amended (40 U.S.C. 276a - 276a-5).
  - 3) Contract Work Hours & Safety Standards Act, P.L. 87-581 (40 U.S.C. 327 et seq).
  - 4) Copeland "Anti-kickback" Act (40 U.S.C. 276c). DOL regulations at 29 CFR Parts 1, 3, 5, 6 and 7. These regulations implement the Davis-Bacon Act, the Contract Work Hours and Safety Standards Act and the Copeland Anti-Kickback Act.
  - 5) Title VII of the Civil Rights Act of 1964, Sexual Harassment.
  - 6) Age Discrimination Act of 1975, P.L. 94-135 (42 U.S.C. 6101 et seq).
  - 7) Section 504 of the Rehabilitation Act of 1973, P.L. 95-602 (29 U.S.C. 794).
  - 8) Executive Order 11246, Equal Opportunity in Federal Employment, September 24, 1965 (30CFR 12319), as amended by Executive Order 12086, October 5, 1978 (43CFR 46501). This Executive Order prohibits discrimination and directs affirmative action efforts in federally assisted programs.
  - 9) Pennsylvania Act 43 (May 11, 2006) prohibiting employment of illegal alien labor.
  - 10) Pennsylvania Human Relations Act P.L. 47 (43 P.S. 951 et seq.)
  - 11) Public Works Verification Act.



- 12) Title IV of the Lead-Based Paint Poisoning Prevention Act P.L. 91-695, as amended (42 U.S.C. 4831) prohibits the use of lead-based paint in residential structures constructed or rehabilitated with federal assistance in any form.
- 13) Architectural Barriers Act of 1968 P.L. 90-480, as amended (42 U.S.C. 4151 et seq).
- 14) Section 6002 of the Resources Conservation and Recovery Act of 1976, P.L. 94-580, as amended (42 U.S.C. 6962), and regulations at 40 CFR Part 249. 24 CFR Part 39, Cost Effective Energy Conservation Standards.
- 15) Pennsylvania Steel Products Procurement Act P.L. 6 (73 P.S. 1881 et seq.).
- 16) Separate specifications for general construction, plumbing, HVAC, and electrical work: separate bids and contracts, P.L. 155 (71 P.S. 1618).
- 17) SUBRECIPIENT shall comply with the PA Prevailing Wage Act of 1962, as amended (43 PS 165-1 through 165-17), when applicable.
- 18) During the term of this AGREEMENT, SUBRECIPIENT agrees as follows:
  - a) SUBRECIPIENT shall not discriminate against any employee, applicant for employment, independent SUBRECIPIENT or any other person because of race, color, religious creed, ancestry, national origin, age, gender identity, or sexual orientation. SUBRECIPIENT shall take affirmative action to ensure that applicants are employed, and that employees or agents are treated during employment, without regard to their race, color, religious creed, ancestry, national origin, age, gender identity, or sexual orientation. Such affirmative action shall include, but is not limited to: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training. SUBRECIPIENT shall post in conspicuous places, available to employees, agents, applicants for employment and other persons, notice to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause, as included in Attachment A, hereto attached.
  - b) SUBRECIPIENT shall, in advertisements or requests for employment placed by it or on its behalf, state that all qualified applicants will receive consideration for employment without regard to race, color, religious creed, ancestry, national origin, age, gender identity, or sexual orientation.
  - c) SUBRECIPIENT shall establish and maintain a written sexual harassment policy and shall inform their employees of the policy. The policy must contain a notice that sexual harassment will not be tolerated and employees who practice it will be disciplined. SUBRECIPIENT shall include the provisions of this sexual harassment clause in every subcontract, so that such provisions will be binding upon each subcontractor.
  - d) SUBRECIPIENT shall send each labor union or workers' representative, with which it has a collective bargaining agreement or other contract or understanding, a notice advising said labor union or workers' representative of its commitment to this nondiscrimination clause. Similar notice shall be sent to every other source of recruitment regularly utilized by SUBRECIPIENT.
  - e) It shall be no defense to a finding of noncompliance with this nondiscrimination clause that SUBRECIPIENT had delegated some of its employment practices to any union, training program or other source of recruitment, which prevents it from meeting its obligations. However, if the evidence indicates that the SUBRECIPIENT was not on notice of the third-party discrimination or made a good

faith effort to correct it, such factor shall be considered in mitigation in determining appropriate sanctions.

- f) Where the practices of a union or any training program or other source of recruitment will result in the exclusion of minority group persons, so that SUBRECIPIENT will be unable to meet its obligations under this nondiscrimination clause, SUBRECIPIENT shall then employ and fill vacancies through other nondiscriminatory employment procedures.
- g) SUBRECIPIENT shall comply with all state and federal laws prohibiting discrimination in hiring or employment opportunities. In the event of SUBRECIPIENT'S noncompliance with the nondiscrimination clause of this AGREEMENT or with any such laws, this AGREEMENT may be terminated or suspended, in whole or in part, and SUBRECIPIENT may be declared temporarily ineligible for further COMMONWEALTH contracts, and other sanctions may be imposed and remedies invoked.
- h) SUBRECIPIENT shall furnish all necessary employment documents and records to and permit access to its books, records and accounts by the contracting agency and the Office of Administration, Bureau of Affirmative Action, for purposes of investigation to ascertain compliance with the provisions of this clause. If SUBRECIPIENT does not possess documents or records reflecting the necessary information requested, it shall furnish such information on reporting forms supplied by the contracting agency or the Bureau of Affirmative Action.
- i) SUBRECIPIENT shall actively recruit minority or subcontractors with substantial minority representation among their employees.
- j) SUBRECIPIENT shall include the provisions of this nondiscrimination clause in every subcontract, so that such provisions will be binding upon each subcontractor.
- k) SUBRECIPIENT obligations under this clause are limited to the SUBRECIPIENT'S facilities within Pennsylvania or where the contract is for purchase of goods manufactured outside of Pennsylvania, the facilities at which such goods are actually produced.

#### B) Access to Information

SUBRECIPIENT will provide reasonable access to citizens to all information regarding its CRBG-assisted activities and management.

#### C) Acknowledgment of Commonwealth Assistance

SUBRECIPIENT shall acknowledge the following:

Any publication concerning a project financed by DCED will acknowledge Commonwealth financial assistance as follows:

“This Project was financed *[in part]* by a grant  
From the Commonwealth of Pennsylvania,  
[insert name of Grantor].”

Any publication concerning a project financed by federal funds received under a grant administered by DCED will acknowledge Commonwealth grant administration as follows:

“This Project was financed *[in part]* by a grant  
From the federal Department of *[Name]*, under the  
Administration of the Commonwealth of Pennsylvania,  
*[insert name of Grantor].*”

Signs acknowledging said Commonwealth financial assistance or administrative participation will be erected in the project area as soon as possible after the effective date of the Grant Agreement Contract. Acknowledgement of Commonwealth financial assistance may be combined with acknowledgement of other funding sources on project signs or in project publications.

D) Fire Protection and Safety Standards

COUNTY will comply with the provisions of the Fire Administration Authorization Act of 1992 (PL. 102-522).

E) Compliance with the State Contractor's Responsibility Program

- 1) SUBRECIPIENT certifies for itself that as of the date of the execution of this contract, it is not under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority.
- 2) SUBRECIPIENT certifies for itself that as of the date of the execution of this contract, of any Commonwealth contract it has no unsatisfied tax liabilities or other Commonwealth obligations.

**ARTICLE XVIII  
ADDITIONAL FEDERAL CONTRACTING PROVISIONS**

The SUBRECIPIENT shall have no direct responsibility for the environmental review required by the National Environmental Policy Act of 1969. Satisfaction of this review procedure shall be the responsibility of the federal awarding agency. The SUBRECIPIENT further certifies to the COUNTY that it has and will comply with the following:

Air Quality and Water Quality

The Clean Air Act, (42 U.S.C. 7410-7671q.), and Federal Water Pollution Control Act (33 U.S.C. 1251-1387, as amended). The SUBRECIPIENT must comply with all applicable standards, orders or regulation issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act as amended. Violations must be reported to DCED. Subcontracts in excess of \$150,000 must contain this provision. (2 CFR Part 200 Appendix II (G)).

**ARTICLE XIX  
PROHIBITION AGAINST POLITICAL ACTIVITIES**

The SUBRECIPIENT makes assurances that it will comply with the Hatch Act, P.L. 89-554 (5 U.S.C. 1501 et seq), which prohibits certain political activities by state or local officers or employees "whose principal employment is in connection with an activity which is financed, in whole or in part, by loans or grants made by the United States or a federal agency."

The SUBRECIPIENT makes assurances that it will comply with the Bryd Anti-Lobbying Amendment (31 U.S.C 1352) when applying or bidding for an award exceeding \$100,000 file the required certification under the Byrd Anti-Lobbying Amendment. Each tier certifies to the tier above that it will not and has not used Federal Appropriate funds to pay any person or organization for influencing or attempting to influence an officer or

employee of an agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal Award. Such disclosures are forwarded from tier to tier up to DCED. (2 CFR Part 200 Appendix II (I)).

**ARTICLE XX  
SEVERABILITY**

Should any section or any part of any section of this AGREEMENT be rendered void, invalid or unenforceable by any court of law, for any reason, such a determination shall not render void, invalid or unenforceable any other section or part of any section of this AGREEMENT.

**ARTICLE XXI  
CONSTRUCTION**

This AGREEMENT shall be interpreted and construed in accordance with federal law, where applicable, and with the laws of the COMMONWEALTH. All of the terms and conditions of this AGREEMENT are expressly intended to be construed as covenants, as well as conditions. The titles of the sections and subsections herein have been inserted as a matter of convenience and reference only and shall not control or affect the meaning or construction of any of the terms or provisions herein.

**ARTICLE XXII  
ENTIRE AGREEMENT**

This AGREEMENT, when signed by all of the parties hereto, and Attachment A, B and C, constitutes the full and complete understanding and agreement of all parties and may not be, in any manner, interpreted or fulfilled in contradiction of its express terms as provided above.

**ARTICLE XXIII  
PAYMENT PROVISIONS**

The SUBRECIPIENT'S compensation, as stipulated in ARTICLE I, may be made based upon the determination of the SUBRECIPIENT'S needs. The SUBRECIPIENT must invoice the COUNTY for all payments in accordance with directives and on forms supplied by the COUNTY. This grant, or parts thereof, shall become payable under this AGREEMENT when the SUBRECIPIENT has complied all applicable provisions of this AGREEMENT.

**ARTICLE XXIV  
AUDIT**

This AGREEMENT is subject to audit by federal and state agencies or their authorized representatives in accordance with the auditing standards promulgated by the Comptroller General of the United States. SUBRECIPIENT agrees to comply with the requirements and standards of OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

In the event that any audit of the program is required by any agency of government, the SUBRECIPIENT agrees to allow duly authorized examiners full access to and the right to examine any pertinent books, papers, documents and records within their custody or control.

In compliance with Uniform Guidance 2 CFR 200.330, COUNTY shall monitor the level of federal expenditures within a single year by the SUBRECIPIENT to ensure compliance with the Single Audit Act. In the event the SUBRECIPIENT expends more than \$750,000 of any federal funding within its fiscal year, the SUBRECIPIENT will be required to comply with the Single Audit Act, 2 CFR 200.501. To ensure compliance with the Uniform Guidance, should the Single Audit Act be triggered by the SUBRECIPIENT, the COUNTY shall secure a copy of the SUBRECIPIENT'S single audit. The following applicable requirements of the Uniform Guidance (2 CFR Part 200): to include 2 CFR § 200.303 regarding internal controls, 2 CFR §§ 200.330 through 200.332 regarding subrecipient monitoring and management, and subpart F regarding audit requirements.

IN WITNESS WHEREOF, the parties have executed this AGREEMENT the day and year aforesaid.

**Program:** COVID-19 County Relief Block Grant

**Contract No.:** C000073\_\_\_\_\_

**CFDA No.:** 21.019

**Federal ID Number:** \_\_\_\_\_

**SUBRECIPIENT**

ATTEST:

\_\_\_\_\_  
(Seal)

\_\_\_\_\_  
Name, Title

ATTEST:

**County of Lycoming**

\_\_\_\_\_  
\_\_\_\_\_, Chief Clerk

\_\_\_\_\_  
\_\_\_\_\_, Chairman

\_\_\_\_\_  
\_\_\_\_\_, Vice-Chairman

\_\_\_\_\_  
\_\_\_\_\_, Secretary

**ATTACHMENT A**  
**NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE**

The SUBRECIPIENT agrees:

1. In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the Agreement or any subgrant agreement, contract, or subcontract, the Grantee, a subgrantee, a contractor, a subcontractor, or any person acting on behalf of the SUBRECIPIENT shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the *Pennsylvania Human Relations Act* (PHRA) and applicable federal laws, against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.
2. The SUBRECIPIENT, any subgrantee, contractor or any subcontractor or any person on their behalf shall not in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against or intimidate any of its employees.
3. Neither the SUBRECIPIENT nor any subgrantee nor any contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, in the provision of services under the grant agreement, subgrant agreement, contract or subcontract.
4. Neither the SUBRECIPIENT nor any subgrantee nor any contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate against employees by reason of participation in or decision to refrain from participating in labor activities protected under the *Public Employee Relations Act*, *Pennsylvania Labor Relations Act* or *National Labor Relations Act*, as applicable and to the extent determined by entities charged with such Acts' enforcement, and shall comply with any provision of law establishing organizations as employees' exclusive representatives.
5. The SUBRECIPIENT, any subgrantee, contractor or any subcontractor shall establish and maintain a written nondiscrimination and sexual harassment policy and shall inform their employees in writing of the policy. The policy must contain a provision that sexual harassment will not be tolerated and employees who practice it will be disciplined. Posting this Nondiscrimination/Sexual Harassment Clause conspicuously in easily accessible and well-lighted places customarily frequented by employees and at or near where the grant services are performed shall satisfy this requirement for employees with an established work site.
6. The SUBRECIPIENT, any subgrantee, contractor or any subcontractor shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against any subgrantee, contractor, subcontractor or supplier who is qualified to perform the work to which the grant relates.
7. The SUBRECIPIENT and each subgrantee, contractor and subcontractor represent that it is presently in compliance with and will maintain compliance with all applicable federal, state, and local laws and regulations relating to nondiscrimination and sexual harassment. The SUBRECIPIENT and each subgrantee, contractor and subcontractor further represents that it has filed a Standard Form 100 Employer Information Report ("EEO-1") with the U.S. Equal Employment Opportunity Commission ("EEOC") and shall file an annual EEO-1 report with the EEOC as required for employers' subject to

*Title VII of the Civil Rights Act of 1964*, as amended, that have 100 or more employees and employers that have federal government contracts or first-tier subcontracts and have 50 or more employees. The SUBRECIPIENT, any subgrantee, any contractor or any subcontractor shall, upon request and within the time periods requested by the Commonwealth, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to their books, records, and accounts by the granting agency and the Bureau of Diversity, Inclusion and Small Business Opportunities for the purpose of ascertaining compliance with the provisions of this Nondiscrimination/Sexual Harassment Clause.

8. The SUBRECIPIENT, any subgrantee, contractor or any subcontractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subgrant agreement, contract or subcontract so that those provisions applicable to subgrantees, contractors or subcontractors will be binding upon each subgrantee, contractor or subcontractor.
9. The SUBRECIPIENT and each subgrantee's, contractor's and subcontractor's obligations pursuant to these provisions are ongoing from and after the effective date of the grant agreement through the termination date thereof. Accordingly, the SUBRECIPIENT and each subgrantee, contractor and subcontractor shall have an obligation to inform the Commonwealth if, at any time during the term of the grant agreement, it becomes aware of any actions or occurrences that would result in violation of these provisions.
10. The Commonwealth may cancel or terminate the grant agreement and all money due or to become due under the grant agreement may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the granting agency may proceed with debarment or suspension and may place the SUBRECIPIENT, subgrantee, contractor, or subcontractor in the Contractor Responsibility File.

## ATTACHMENT B CONTRACTING INTEGRITY PROVISIONS

### Contractor Integrity Provisions:

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

1. Definitions. For purposes of these Contractor Integrity Provisions, the following terms shall have the meanings found in this Section:
  - a. “Affiliate” means two or more entities where:
    - i. a parent entity owns more than fifty percent of the voting stock of each of the entities; or
    - ii. a common shareholder or group of shareholders owns more than fifty percent of the voting stock of each of the entities; or
    - iii. the entities have a common proprietor or general partner.
  - b. “Consent” means written permission signed by a duly authorized officer or employee of the Commonwealth, provided that where the material facts have been disclosed, in writing, by prequalification, bid, proposal, or contractual terms, the Commonwealth shall be deemed to have consented by virtue of the execution of this contract.
  - c. “Contractor” means the individual or entity, that has entered into this contract with the Commonwealth.
  - d. “Contractor Related Parties” means any affiliates of the Contractor and the Contractor’s executive officers, Pennsylvania officers and directors, or owners of five percent or more interest in the Contractor.
  - e. “Financial Interest” means either:
    - i. Ownership of more than a five percent interest in any business; or
    - ii. Holding a position as an officer, director, trustee, partner, employee, or holding any position of management.
  - f. “Gratuity” means tendering, giving, or providing anything of more than nominal monetary value including, but not limited to, cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. The exceptions set forth in the Governor’s Code of Conduct, Executive Order 1980-18, the 4 Pa. Code §7.153(b), shall apply.
  - g. “Non-bid Basis” means a contract awarded or executed by the Commonwealth with Contractor without seeking bids or proposals from any other potential bidder or offeror.



2. In furtherance of this policy, Contractor agrees to the following:
  - a. Contractor shall maintain the highest standards of honesty and integrity during the performance of this contract and shall take no action in violation of state or federal laws or regulations or any other applicable laws or regulations, or other requirements applicable to Contractor or that govern contracting or procurement with the Commonwealth.
  - b. Contractor shall establish and implement a written business integrity policy, which includes, at a minimum, the requirements of these provisions as they relate to the Contractor activity with the Commonwealth and Commonwealth employees and which is made known to all Contractor employees. Posting these Contractor Integrity Provisions conspicuously in easily accessible and well-lighted places customarily frequented by employees and at or near where the contract services are performed shall satisfy this requirement.
  - c. Contractor, its affiliates, agents, employees, and anyone in privity with Contractor shall not accept, agree to give, offer, confer, or agree to confer or promise to confer, directly or indirectly, any gratuity or pecuniary benefit to any person, or to influence or attempt to influence any person in violation of any federal or state law, regulation, executive order of the Governor of Pennsylvania, statement of policy, management directive or any other published standard of the Commonwealth in connection with performance of work under this contract, except as provided in this contract.
  - d. Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material under this contract, unless the financial interest is disclosed to the Commonwealth in writing and the Commonwealth consents to Contractor's financial interest prior to Commonwealth execution of the contract. Contractor shall disclose the financial interest to the Commonwealth at the time of bid or proposal submission, or if no bids or proposals are solicited, no later than Contractor's submission of the contract signed by Contractor.
  - e. Contractor certifies to the best of its knowledge and belief that within the last five (5) years Contractor or Contractor Related Parties have not:
    - i. been indicted or convicted of a crime involving moral turpitude or business honesty or integrity in any jurisdiction;
    - ii. been suspended, debarred, or otherwise disqualified from entering into any contract with any governmental agency;
    - iii. had any business license or professional license suspended or revoked;
    - iv. had any sanction or finding of fact imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, bid rigging, embezzlement, misrepresentation, or anti-trust; and

- v. been, and is not currently, the subject of a criminal investigation by any federal, state or local prosecuting or investigative agency and/or civil anti-trust investigation by any federal, state or local prosecuting or investigative agency.

If Contractor cannot so certify to the above, then it must submit along with its bid, proposal or contract a written explanation of why such certification cannot be made and the Commonwealth will determine whether a contract may be entered into with the Contractor. The Contractor's obligation pursuant to this certification is ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to immediately notify the Commonwealth in writing if at any time during the term of the contract if becomes aware of any event which would cause the Contractor's certification or explanation to change.

Contractor acknowledges that the Commonwealth may, in its sole discretion, terminate the contract for cause if it learns that any of the certifications made herein are currently false due to intervening factual circumstances or were false or should have been known to be false when entering into the contract.

- f. Contractor shall comply with the requirements of the Lobbying Disclosure Act (65 Pa.C.S. §13A01 et seq.) regardless of the method of award. If this contract was awarded on a Non-bid Basis, Contractor must also comply with the requirements of the Section 1641 of the Pennsylvania Election Code (25 P.S. §3260a).
- g. When Contractor has reason to believe that any breach of ethical standards as set forth in law, the Governor's Code of Conduct, or these Contractor Integrity Provisions has occurred or may occur, including but not limited to contact by a Commonwealth officer or employee which, if acted upon, would violate such ethical standards, Contractor shall immediately notify the Commonwealth contracting officer or the Office of the State Inspector General in writing.
- h. Contractor, by submission of its bid or proposal and/or execution of this contract and by the submission of any bills, invoices, or requests for payment pursuant to the contract, certifies and represents that it has not violated any of these Contractor Integrity Provisions in connection with the submission of the bid or proposal, during any contract negotiations or during the term of the contract, to include any extensions thereof. Contractor shall immediately notify the Commonwealth in writing of any actions for occurrences that would result in a violation of these Contractor Integrity Provisions. Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of the State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the Contractor. Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.
- i. Contractor shall cooperate with the Office of the State Inspector General in its investigation of any alleged Commonwealth agency or employee breach of

ethical standards and any alleged Contractor non-compliance with these Contractor Integrity Provisions. Contractor agrees to make identified Contractor employees available for interviews at reasonable times and places. Contractor, upon the inquiry or request of an Inspector General, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Office of the State Inspector General to Contractor's integrity and compliance with these provisions. Such information may include, but shall not be limited to, Contractor's business or financial records, documents, or files of any type or form that refer to or concern this contract. Contractor shall incorporate this paragraph in any agreement, contract or subcontract it enters into in the course of the performance of this contract/agreement solely for the purpose of obtaining subcontractor compliance with this provision. The incorporation of this provision in a subcontract shall not create privity of contract between the Commonwealth and any such subcontractor, and no third-party beneficiaries shall be created thereby.

- j. For violation of any of these Contractor Integrity Provisions, the Commonwealth may terminate this and any other contract with Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these Provisions, claim damages for all additional costs and expenses incurred in obtaining another contractor to complete performance under this contract, and debar and suspend Contractor from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or non-use of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those the Commonwealth may have under law, statute, regulation, or otherwise.

**ATTACHMENT C  
RIGHT TO KNOW LAW PROVISION**

In the event the SUBRECIPIENT receives a request made pursuant to the Pennsylvania Right-to-Know Law, 65 P.S. §§67.101-3104, (RTKL”) for records related to or arising out of the Agreement, the SUBRECIPIENT is to contact the COUNTY’s designated Right-To-Know Officer for assistance. Given the required timeliness (five (5) business days), of Right-To-Know responses, the SUBRECIPIENT must make every effort to contact the COUNTY within twenty-four (24) hours or less of receipt of the request.