



CONTRACT COVER SHEET

Recipient Name	Mined Minds
Recipient Address	145 West High Street Waynesburg, PA 15370
DUNS Number	080444518
Federal Award Identification Number (FAIN)	N/A
Award Start Date	06/01/2017
Period of Performance (NOO Period)	06/01/2017 to 05/31/2019
CFDA Number/Name	PID54385 Mined Minds
Award Amount	\$702,400.00
Performance Goals	See Exhibit A: Scope of Work
Cost Sharing or Matching	N/A
Award Project Description (should match FSR)	N/A
Is this award Research & Development	No
Indirect Cost Rate for Award	N/A
Target Population	ARC Identified Counties
Grant Restrictions	N/A - ARC Budget Specific
Funding Allowances	Trainers/Supplies/Recruiting/Facilities
Funding Increment Level	N/A
Carryover Funds	No

AGREEMENT

MADE 06/01/2017 BY AND BETWEEN Washington Greene County Job Training Agency, Inc., a Pennsylvania Nonprofit Corporation acting on behalf of the Southwest Corner Chief Local Elected Officials (CLEO) Board, with its principal office(s) located at 351 West Beau Street, Suite 300, Washington, PA 15301, and its Federal Identification Number being 25-1770140, hereinafter called "WGCJTA, Inc.," AND Mined Minds with its principal office(s) located at 145 West High Street, Waynesburg, PA, 15370 and its Federal Identification Number being on file, hereinafter called "SUB-RECIPIENT". This contact is for the amount \$702,400.00 and is available for the time period 06/01/2017 through 06/30/2018.

WITNESSETH:

WHEREAS, WGCJTA, Inc., is the financial and management entity that has the authority to enter into contracts for the purpose of aiding the Southwest Corner Workforce Development Board and on behalf of the Southwest Corner CLEO Board; and

WHEREAS, WGCJTA, INC., has entered into an agreement with SUB-RECIPIENT to provide the services pursuant to the terms of this Agreement.

NOW, THEREFORE, in consideration of mutual premises and intending to be legally bound hereby, the parties agree as follows:

1. **SCOPE OF WORK.** WGCJTA, INC., engages SUB-RECIPIENT as an independent SUB-RECIPIENT to perform the Services, as more particularly detailed on the Statement of Work, attached as Exhibit A, as the same may be amended from time to time (the "Services"), and SUB-RECIPIENT agrees to perform such Services upon the terms and conditions stated therein (the "Scope of Work"). SUB-RECIPIENT accepts such engagement and covenants that SUB-RECIPIENT will devote and will cause its employees to devote their best efforts, knowledge and skill to the performance of the Services and such additional services as may be mutually agreed upon by WGCJTA, INC. and SUB-RECIPIENT. It is understood that the SUB-RECIPIENT's Services shall be rendered at such times and places as directed by WGCJTA, INC. SUB-RECIPIENT shall execute any worksite provider agreements in a form provided by WGCJTA, INC.
2. **COMPENSATION.** Subject to the receipt of funds from various government and/or other funding sources, WGCJTA, INC. shall disburse to SUB-RECIPIENT, and SUB-RECIPIENT shall accept as full compensation from WGCJTA, INC. for the performance of Services under this Agreement, a sum that shall not exceed \$ 702,400.00 (hereinafter "Contract Sum"). SUB-RECIPIENT shall expend all funds received only in accordance with the provisions, terms, and conditions of this Agreement. In no event will WGCJTA, INC. be obligated to pay SUB-RECIPIENT an amount in excess of the Contract Sum. The contract may be funded through one or more CFDA numbers or other funding source.
3. **DISALLOWED COSTS.** The grant award can only be used as set forth in the Scope of Work and specifically may not be used to pay for the costs associated with the items below:
 - A. Equipment, personal or real property, and/or building construction;

- B. Any projects which would violate any conditions of a collective bargaining agreement; and
- C. Any costs incurred for work related to this contract that are expended after the termination date of the grant or costs that are not directly related to and necessary to carry out the Scope of Work; and
- D. Any costs disallowed under any regulatory circulars issued by the Office of Management & Budget ("OMB"), including but not limited to the cost principles provided in OMB Super Circular

These costs will not be reimbursed. Any funds paid toward those costs or costs that are not authorized by the Scope of Work, which are deemed as disallowed, shall be returned immediately to WGCJTA, INC.

- 4. **USE OF FUNDS.** The grant funds may not be used to promote, assist or deter union organization. SUB-RECIPIENT further agrees that no funds shall be directly or indirectly provided to the Association of Community Organizations for Reform Now (ACORN) or any of its subsidiaries.
- 5. **METHOD OF PAYMENT.** The disbursement of funds under this Agreement by WGCJTA, INC. to SUB-RECIPIENT shall be on the following basis:

WGCJTA, INC. shall distribute the funds to SUB-RECIPIENT as provided in Exhibit B.

- A. All funds disbursed by WGCJTA, INC. to the SUB-RECIPIENT under this Agreement shall be made pursuant to this Agreement and following receipt, review, and approval of a final report on the Services.
 - B. SUB-RECIPIENT shall not incur any costs directly or indirectly for the Services beyond the termination date of this Agreement.
 - C. In no event shall the amount disbursed to the SUB-RECIPIENT by WGCJTA, INC. under this Agreement exceed the amount set forth in Section 2 of this Agreement and such amount shall be disbursed to the SUB-RECIPIENT by WGCJTA, INC. in accordance with the provisions, terms, and conditions of this Agreement.
 - D. Funds allocated hereunder shall be disbursed upon receipt of invoices, receipt of funds from the funding sources, and delivery of items outlined in the Services.
- 6. **PAYMENT OF TAXES.** SUB-RECIPIENT warrants that it is current in the payment of any and all applicable federal, state, and local taxes, as well as filing all applicable returns or reports for these taxes. If WGCJTA, INC. determines that there is an outstanding delinquency, SUB-RECIPIENT hereby grants WGCJTA, INC. the right to set-off that indebtedness against any amounts owing to SUB-RECIPIENT under the terms of this Agreement. WGCJTA, INC. reserves the right to apply setoff payments in whatever manner it deems appropriate.
 - 7. **REPORTING REQUIREMENTS.** SUB-RECIPIENT shall submit to WGCJTA, INC., concurrently with the execution of this Agreement, the data or documents listed in Exhibit H (the "Required

Submissions"). The Required Submissions shall be sent in writing and in form and substance substantially similar to that provided in the form Disclosure Letter attached hereto as Exhibit H. SUB-RECIPIENT shall provide a WGCJTA, INC. Notification Form if any submitted information changes during the Term (as defined below) of this Agreement. If any reportable event, as provided herein, should occur during the Term of this Agreement, SUB-RECIPIENT shall submit to WGCJTA, INC. within ten days of the event, a written WGCJTA, INC. Notification Form in form and substance substantially similar to that provided in Exhibit I hereto.

If requested by WGCJTA, INC., SUB-RECIPIENT shall submit the name and compensation of SUB-RECIPIENT's five most highly-compensated officers. Failure to provide such information, or any information requested by WGCJTA, INC. pursuant to this Agreement shall result in a material default.

8. **RELATIONSHIP OF THE PARTIES.** SUB-RECIPIENT shall act as an independent SUB-RECIPIENT to WGCJTA, INC. and nothing contained in this Agreement shall be construed to create the relationship of employer and employee, a partnership, or participants in a joint venture of any kind or nature. SUB-RECIPIENT shall have no authority to enter into binding contracts with third parties on behalf of WGCJTA, INC., unless otherwise requested in writing by WGCJTA, INC. to do so. SUB-RECIPIENT shall be responsible for any and all liabilities, costs, fees, and expenses, including applicable unemployment compensation insurance and workers' compensation insurance, of SUB-RECIPIENT's employees and agents
9. **TERM.** Subject to the provisions, terms, and conditions of this Agreement, this Agreement shall have an effective term commencing on 06/01/2017 (the "Effective Date") and shall terminate on 06/30/2018 (the "Term"). Immediately upon termination of this Agreement as provided in Section 2, for any reason, or upon the expiration of its Term, SUB-RECIPIENT shall immediately surrender to WGCJTA, INC. all documents, whether finished or unfinished, data, studies, reports, records, and any other written or computerized documents or materials prepared by or on behalf of SUB-RECIPIENT in performing the Services under this Agreement.
10. **MONITORING AND AUDITS.** This Agreement is subject to audit by government agencies or their authorized representatives in accordance with federal law and the auditing standards promulgated by the Comptroller General of the United States and specified in "Standards for Audits of Governmental Organizations, Programs, Activities, and Functions."

As a recipient of government funding, SUB-RECIPIENT is subject to strict adherence to all of the provisions of the Single Audit Act of 1984 ("the Act"), 31 U.S.C. 7501 and as amended in the OMB Super Circular

SUB-RECIPIENT must provide to WGCJTA, INC. a copy of the Final Audit Report within thirty (30) days after the Final Audit Report is issued.

SUB-RECIPIENT agrees to allow representatives of WGCJTA, INC., or any government agencies, and of any other party designated as a representative of the aforementioned, including private auditors, access to and the right to monitor and/or audit the records at SUB-RECIPIENT's site during normal business hours related to this program for at least four years after the government agencies submit its final expenditure report for that funding period. SUB-RECIPIENT agrees to allow representatives to make excerpts, copies of transcripts, and other related

copies; along with timely and reasonable access to SUB-RECIPIENT's personnel. If SUB-RECIPIENT receives notice from WGCJTA, INC. of any litigation or claim involving the grant award, SUB-RECIPIENT shall retain records until otherwise instructed by WGCJTA, INC.

SUB-RECIPIENT agrees to retain all financial and program records, including any supporting documents, for at least four years after the government agencies submits its final expenditure report for that funding period, unless otherwise specified by the grant funding source

11. **INTERRUPTION; POSTPONEMENT; ABANDONMENT.** WGCJTA, INC. has the right to suspend, postpone or abandon the Services if WGCJTA, INC. determines in its sole discretion that such suspension, postponement or abandonment is in the best interests of WGCJTA, INC. In the event the Services are suspended, postponed or interrupted, SUB-RECIPIENT shall not be entitled to any further payment for such Services, or any part thereof, beyond and in excess of the amount due at that time, and final payment shall be based on the proportionate amount of the funds earned to such date. If required for the satisfactory completion of the Services, or any phase thereof, SUB-RECIPIENT may be reimbursed for extra costs that are actually and necessarily incurred provided WGCJTA, INC. provides prior written approval.

12. **CONFIDENTIAL INFORMATION; RIGHTS TO INTELLECTUAL PROPERTY.**

It is the expectation of WGCJTA, Inc. that no funding under this contract will be used to develop intellectual property by the SUB-RECIPIENT or any subsidiary. However, the following applies if there would be any development with these funds.

- A. As used in this Agreement, "Confidential Information" shall mean all information regarding the business of WGCJTA, INC. not generally known to the public at the time obtained, and any and all tangible embodiments thereof, including, without limitation, all of its trade secrets, know-how, computer software, plans, data, reports, processes, models, memoranda, notes, mock-ups, letters, manuals, documents, lists, and other business information, and copies of all or any portion thereof, which are in any way related to the business of WGCJTA, INC.
- B. To protect the rights of WGCJTA, INC. in and to the Confidential Information, SUB-RECIPIENT shall not, during the Term of this Agreement or at any time thereafter, use or disclose to any third party the Confidential Information or any portion thereof or create any derivation thereof, except as such use or disclosure is reasonably necessary in connection with SUB-RECIPIENT's performance of its obligations under this Agreement and is consented to in advance, in writing, by WGCJTA, INC.
- C. All work performed by SUB-RECIPIENT for WGCJTA, INC. hereunder shall be deemed to be "work for hire" and shall become the sole and exclusive property of WGCJTA, INC. SUB-RECIPIENT hereby assigns to WGCJTA, INC. (and agrees to cause any personnel of SUB-RECIPIENT performing the Services hereunder to assign to WGCJTA, INC.) all of their respective right, title, and interest in and to any and all intellectual property rights, discoveries, inventions (whether patentable or not), technological innovations, improvements, and copyrightable works directly or indirectly created, prepared or otherwise discovered by him in connection with, or as a result of, SUB-RECIPIENT's performance of its obligations under this Agreement (collectively, the "Intellectual Property"). At the request of WGCJTA, INC., both during the Term of this Agreement and thereafter, SUB-RECIPIENT shall (and shall cause any personnel of SUB-RECIPIENT performing Services hereunder to) perform any and all lawful acts and execute, acknowledge, and deliver any documents deemed by WGCJTA, INC. to be necessary or

advisable to vest or maintain in WGCJTA, INC. all right, title, and interest in and to the Intellectual Property or any portion thereof.

- D. Promptly upon the request of WGCJTA, INC. and in any event promptly upon the termination of this Agreement, SUB-RECIPIENT shall deliver to WGCJTA, INC. any and all tangible embodiments (regardless of form or media) of the Confidential Information and any and all materials relating to any of the Intellectual Property, technological innovations, improvements, or copyrightable works produced in connection with this Agreement and which are then in SUB-RECIPIENT's possession or subject to its control. SUB-RECIPIENT shall not retain any copies, excerpts, or portions of any of the foregoing or any derivations therefrom.

13. **SUB-RECIPIENT INTEGRITY PROVISIONS.** SUB-RECIPIENT shall know, fully obey and comply with all applicable federal, state, and local laws, ordinances, Executive Orders and any administrative regulations duly made in accordance therewith which are applicable to the Services performed under this Agreement. This specifically includes, but is not limited to, all requirements under The Workforce Innovation and Opportunity Act of 2014, et seq.; the Federal Lobbying Disclosure Act, 2 U.S.C. § 1601 et seq. ("FLDA"); The Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g, 34 C.F.R. Part 99 ("FERPA"); and The Pennsylvania Right-to-Know Law, 65 P.S. § 67.101 et seq. ("RTKL"). SUB-RECIPIENT represents that it is compliant with the provisions of the RTKL and understands that such compliance requires a written RTKL policy and the appointment of an Open Records Officer. SUB-RECIPIENT'S responsibilities under the RTKL shall survive the termination of this Agreement and shall continue as long as SUB-RECIPIENT possesses any information covered by the RTKL.

SUB-RECIPIENT shall not: (a) influence or attempt to influence any Commonwealth employee to breach any standards of ethical conduct for Commonwealth employees or to breach any other commonwealth or federal law or regulation; (b) offer, give, or agree or promise to give any gratuity to any government official, employee or any other person if acceptance would violate the terms of any code of conduct or any statute, regulation, statement of policy, management directive or any other published standard of the Commonwealth of Pennsylvania; (c) directly or indirectly offer, confer or agree to confer any pecuniary benefit on anyone as consideration for a decision, opinion, recommendation, vote or other exercise of discretion or violation of a known legal duty; (d) accept or agree to accept from any person, any gratuity in connection with the performance of the Scope of Work; (e) disclose any information, documents or other data provided by or prepared for WGCJTA, INC., except as required by the RTKL or other law, as consented to in writing by the Commonwealth of Pennsylvania or WGCJTA, INC., or as otherwise provided in this Agreement.

SUB-RECIPIENT shall cooperate with any investigation of alleged breaches of these ethical standards the Office of Inspector General and understands that breach of SUB-RECIPIENT Integrity Provisions contained in this Section may lead to immediate termination of the Agreement by WGCJTA, INC.

SUB-RECIPIENT and/or any potential SUB-RECIPIENT working in connection with this contract shall make assurances to comply with the following documents, laws and oversight:

- Title VI of the Civil Rights Act of 1964 (P.L. 88-352).
- "Super Circular" Uniform Guidance 2 CFR 200 including:
 - Introduction
 - 2 CFR 200. Subpart A: Acronyms and Definitions
 - 2 CFR 200.100 Subpart B: General Provisions
 - 200.112 Conflict of Interest
 - 2 CFR 200.200 Subpart C: Pre-award Federal Requirements and Contents of Federal Awards
 - 2 CFR 200.300 Subpart D: Post-Federal Award Requirements
 - 200.302 Financial Management
 - 200.313 Property Management
 - 200.314 Supplies (Definition at 200.94)
 - 200.318 Procurement
 - 200.330 Monitoring
 - 200.335 Electronic Records
 - 2 CFR 200.400 Subpart E: Cost Principles
 - 200.402 Direct and Indirect Costs
 - 200.430 Personal Services
 - 200.420-475 Allowable and Unallowable Costs
 - 2 CFR 200.500 Subpart F: Audit Requirements
 - Appendices I-XI
- 41 CFR 29-70 "Public Contracts and Property Management" Federal Standards for Federally funded grants and agreements";
- Commonwealth of Pennsylvania, Governor's Office Management Directive 215.6 as amended "Contract Management";
- 41 CFR I-15 "Contract Cost Principles and Procedures";
- US Treasury Department Circular 1075 (fourth revision).
- 48 CFR, Chapter 1, Part 31 Cost Principles
- 29 CFR, Part 95 Administrative Requirements
- 29 CFR, Part 96 Audit Requirements
- 20 CFR 663.730; WIA 181(b)(7) "No funds will be used to assist, promote or deter union organizing"
- Fair Labor Standards Act (FLSA) 1938 "Child Labor Laws"
- 29 CFR, Part 95 Appendix A(4)/29 CFR Part 97 "Worksite Provider Responsibilities"
- 29 CFR, Part 95 Appendix A(4)/29 CFR Part 97 "Safety Rules and Procedures"
- 29 CFR Part 95.34;29, 29 CFR 95.35;29, 29 CFR 95.36;29, CFR Part 97 – Property and equipment purchased with funds from this contract.
- 65 P.S. 67.101-3104 "Right to Know Law" – information found at http://openrecords.state.pa.us/portal/server.pt/community/open_records/4434/right-to-know_law/466460

14. **ANTI-DISCRIMINATION; SEXUAL HARASSMENT.** SUB-RECIPIENT shall not discriminate in its employment on the basis of race, color, religion, ancestry, national origin, place of birth, sex, age, disability, non-job-related handicap, or sexual orientation. SUB-RECIPIENT shall comply with the applicable provisions of federal, state, or local law and any amendments thereto. SUB-RECIPIENT shall also comply with the applicable provisions of Title I and Title II of the Americans with Disabilities Act, as amended, and any regulations issued thereunder. SUB-RECIPIENT shall

incorporate in any subcontracts which may be permitted under the terms of this Agreement a requirement that said SUB-RECIPIENTS also comply with the provisions of this Section.

- A. SUB-RECIPIENT shall maintain a written sexual harassment policy which contains a notice that sexual harassment is not tolerated and the practice of it shall lead to discipline. SUB-RECIPIENT shall disseminate notice to all employees of the existence of such policy.
 - B. SUB-RECIPIENT shall include the provisions of this anti-discrimination and sexual harassment clause in all sub-agreements and shall mandate compliance therewith. SUB-RECIPIENT agrees to provide access to books and records, or to provide employment documents and records, as the same may be requested by the Commonwealth of Pennsylvania to confirm compliance with the sexual harassment and anti-discrimination provisions stated herein and required by law. SUB-RECIPIENT understands that a breach of this Section may result in termination or cancellation of this Agreement.
15. **INDEMNIFICATION.** SUB-RECIPIENT shall indemnify and save harmless WGCJTA, INC., its officers, directors, employees, agents, and assigns from and against any and all claims, demands, actions, causes of action, suits, and all other liabilities of any kind and nature whatsoever arising by reason of the negligent acts or omissions of SUB-RECIPIENT, its employees, SUB-RECIPIENTS, agents, or representatives in the performance of the Services covered by this Agreement, including, but not limited to: (i) personal injuries or death to any person, including SUB-RECIPIENT or its employees, or (ii) property damage suffered by any person, including SUB-RECIPIENT and its employees.
- WGCJTA, INC. shall indemnify and save harmless SUB-RECIPIENT, its officers, directors, employees, agents, and assigns from and against any and all claims, demands, actions, causes of action, suits and all other liabilities of any kind and nature whatsoever arising by reason of the negligent acts or omissions of WGCJTA, INC., its employees, SUB-RECIPIENTS, agents, or representatives in performance of the Services covered by this Agreement, including, but not limited to: (i) personal injuries or death to any person, including WGCJTA, INC. or its employees, or (ii) property damage suffered by any person, including WGCJTA, INC. and its employees.
16. **SUBCONTRACTING.** None of the Services covered by this Agreement shall be subcontracted without the prior written approval of WGCJTA, INC., which shall not be unreasonably withheld. A SUB-RECIPIENT shall be bound by all of the terms and conditions of this Agreement.
17. **INSURANCE.** SUB-RECIPIENT shall maintain the following insurance coverage:
- A. Comprehensive General Liability Insurance policy, covering all Services to be performed and all obligations assumed under the terms of this Agreement, with limits of not less than One Million Dollars (\$1,000,000) per occurrence, combined single limit for bodily injury (including disease or death) and property damage (including loss of use).
 - B. Automobile Liability Insurance policy, with limits of not less than One Million Dollars (\$1,000,000) per occurrence, combined single limit for bodily injury (including death) and property damage liability covering all owned, non-owned, and hired vehicles.

- C. Worker's Compensation Insurance in compliance with the Pennsylvania Worker's Compensation Act.
 - D. SUB-RECIPIENT shall maintain the above insurance throughout the Term of this Agreement.
18. **ABSENCE OF RIGHTS IN THIRD PARTIES.** No provision of this Agreement shall be construed in any manner so as to create any rights in third parties who are not signatories to this Agreement. It shall be interpreted solely to define specific duties and responsibilities between WGCJTA, INC. and SUB-RECIPIENT, and shall not provide any basis for claims of any other individual, partnership, corporation, organization, or municipal entity.
19. **NOTICES.** All notices required or permitted to be given to either party under this Agreement shall be in writing and shall be deemed to have been duly given if hand-delivered, sent by overnight courier, mailed by United States certified mail, postage prepaid, sent by facsimile or e-mail, in each case properly addressed to such party at the address set forth below for such party, or to such other address as such party may specify by written notice duly given in accordance with the requirements of this Section 19:

If to WGCJTA, INC.:

WGCJTA, INC.
Attn: Ms. Ami Gatts
351 West Beau Street, Suite 300
Washington, PA 15301
Fax: (724) 229-5086

If to SUB-RECIPIENT:

Mined Minds
Attn: Jonathan Graham
145 West High Street,
Waynesburg, PA 15370

Any notice given in accordance with the requirements of this Section 17 shall be deemed to have been duly given upon receipt thereof by the party to which such notice is addressed.

20. **PROHIBITION OF LOBBYING.** SUB-RECIPIENT represents that no funds distributed under this Agreement have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any government agency, a Member of Congress, an officer or employee of Congress, an employee of a Member of Congress, a member of the Legislature of the Commonwealth of Pennsylvania, or an employee of a Member of the Legislature of the Commonwealth of Pennsylvania in connection with the awarding of government funds, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any government contract, grant, loan, or cooperative agreement.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. SUB-RECIPIENT hereby agrees that all SUB-RECIPIENTS under this Agreement shall include this certification.

21. **DRUG-FREE WORK PLACE; FAIR LABOR STANDARDS ACT; CHILD LABOR LAWS.** SUB-RECIPIENT will comply with the requirements of the federal Drug-Free Work Place Act. SUB-RECIPIENT will comply with the applicable requirements of the federal Fair Labor Standards Act, the Pennsylvania Child Labor Law, the Pennsylvania Minimum Wage standards and any Safety Rules and/ or Procedures required by the Occupational Safety and Health Administration (OSHA), the Pennsylvania Department of Labor and Industry or any other regulatory agency.
22. **ASSIGNMENT.** SUB-RECIPIENT shall not assign this Agreement or any right to funds to be paid hereunder without the written consent of WGCJTA, INC., which shall be absolute. Any assignments shall be evidenced in writing and this Agreement shall be binding upon the parties and their respective successors and assigns.
23. **AMENDMENT.** This Agreement and the Statement of Work contain all terms and conditions agreed upon by the parties hereto, and no other agreement, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto. This Agreement may not be changed, modified, discharged, or extended except by written amendment, duly executed by the parties.
24. **APPLICABLE LAW.** This Agreement shall be construed under the laws of the Commonwealth of Pennsylvania, without regard to conflicts of law's provisions.
25. **SECURITY CLEARANCES.** When required by applicable law or regulation, SUB-RECIPIENT shall require all applicants for employment with SUB-RECIPIENT to submit with an application, prior to initiating employment, a report of Criminal History Record information from the Pennsylvania State Police or a statement from the Pennsylvania State Police that the State Police Central Repository contains no such information relating to that person obtained within ninety (90) days of the date of application for employment. SUB-RECIPIENT shall maintain the Criminal History Record Information in the applicant's file and shall use the information of felony and misdemeanor convictions to the extent to which they relate to the applicant's suitability for employment in the position for which he/she has applied. SUB-RECIPIENT shall provide written notice to WGCJTA, INC. if any agent, servant, or employee of SUB-RECIPIENT is charged and/or convicted of any crime that would relate to the ability of the agent, servant, or employee of SUB-RECIPIENT to provide or perform the Services.
26. **TERMINATION.** This Agreement shall be subject to termination within sixty (60) days after written notification is provided to the SUB-RECIPIENT upon the following:
 - A. (1) SUB-RECIPIENT fails to provide service in accordance with the provisions of this Agreement, fails to comply with Rules and Regulations of the Workforce Investment Act or any other law, statute, regulation or executive order; (2) WGCJTA, INC. determination

- at its sole discretion that there is not adequate funding for this Agreement or that it is in the best interests of WGCJTA, INC. to terminate.
- B. WGCJTA, INC. may provide written notification to SUB-RECIPIENT when monitoring reports show nonperformance. SUB-RECIPIENT may be given a time frame to initiate corrective action or respond to the report. If no corrective action is taken or permitted, the contract will be terminated. Time frames for corrective action will be determined at the sole discretion of WGCJTA, INC. and set forth in the monitoring letter.
 - C. WGCJTA, INC. shall be liable only for payment for Services rendered prior to the effective date of termination. If this Agreement is terminated pursuant to subparagraphs (a)(1) or (a)(2) WGCJTA, INC. may assume the duties or replace SUB-RECIPIENT and prosecute the same to completion by contract or otherwise, and SUB-RECIPIENT shall be liable for any additional costs incurred by WGCJTA, INC. WGCJTA, INC. may withhold any payments to SUB-RECIPIENT, for the purpose of set-off or partial payment, as the case may be, of amounts owed to WGCJTA, INC. by SUB-RECIPIENT.
 - D. Notwithstanding the foregoing, WGCJTA, INC. may immediately terminate this Agreement if the federal grant which funds the Scope of Work is terminated for any reason or if SUB-RECIPIENT fails to report any event enumerated on the WGCJTA, INC. Notification Form attached hereto as Exhibit I.

27. GENERAL CONDITIONS.

- A. SUB-RECIPIENT certifies that its officers or employees have not been proposed for debarment, debarred or suspended, or otherwise excluded from or ineligible to participate in Federal or state assistance programs. SUB-RECIPIENT further certifies that, if any suspension or debarment should occur during the Term of this Agreement, SUB-RECIPIENT will report such event to WGCJTA, INC. Such report shall be sent as a written notice addressed to the Chief Executive Officer of WGCJTA, INC., signed and dated by SUB-RECIPIENT, postmarked within ten days of the reportable event, and in form and substance substantially similar to that provided in Exhibit I hereto. SUB-RECIPIENT agrees to reimburse the Commonwealth for the reasonable costs of investigation of its suspension or debarment.
- B. No funds may be used in support of any religious activities, nor may any trainee be employed in the construction, operation, or maintenance of such part of any facility used or intended for use for sectarian instruction or as a place of religious worship.
- C. No funds provided under this contract shall be used to encourage or to induce the relocation of an establishment, or part thereof that results in the loss of employment for any employee of such establishment at the original location.
- D. If the relocation does result in loss of employment at the original location, no funds under this contract may be used for customized or skill training, on-the-job training, or company-specific assessment of job applicants or employees, for 120 days after commencement or expansion of commercial operations of the relocating establishment.

- E. SUB-RECIPIENT is compliant with the requirements of the following, if applicable: (i) 5 C.F.R. 900, Subpart F, which provides standards for employee merit systems; (ii) the Hatch Act, 5 U.S.C. § 1501 et seq., prohibiting federally funded agency employees from participating in certain partisan political activities while on duty; (iii) the Davis Beacon Act, 40 U.S.C. § 276a et seq.; (iv) the Copeland Act, 40 U.S.C. § 276c et seq. and 18 U.S.C. § 874 et seq.; (v) the Contract Work Hours and Safety Standards Act, 40 U.S.C. § 327 et seq.; (vi) section 102(a) of the Flood Disaster Protection Act of 1973; (vii) any environmental standards including but not limited to the provisions of the National Environmental Policy Act of 1969 and the Clean Air Act of 1955, as amended; and (viii) any other statutes or regulations as provided in writing by WGCJTA, INC. from time to time during the Term of this Agreement.
- F. If any reportable events, as described in the Agreement, should occur during the Term of the Agreement, SUB-RECIPIENT shall send a WGCJTA, INC. Notification Form as further described in Section 7 hereto.
- G. SUB-RECIPIENT shall understand, complete and/or execute the following attachments which shall be part of this Agreement:

Exhibits:

- Exhibit A: Scope of Work (including performance measures)
- Exhibit B: Method of Payment
- Exhibit C: Budget
- Exhibit D: Reports
- Exhibit E: Confidentiality Agreement
- Exhibit F: Record Retention
- Exhibit G: Right to Know Law
- Exhibit H: Disclosure Letter
- Exhibit I: WGCJTA, INC. Notification Form (to be completed as required by Section 7 hereof)

Attachments:

- Attachment 1: Authorized Signatory Declaration
- Attachment 2: Certification Regarding Lobbying
- Attachment 3: Certification Regarding Debarment & Suspension

STATEMENT OF WORK

EXHIBIT A

Please insert Scope of Work for Contract

Scope of Work statement should include Performance Measures proposed and agreed upon in RFP and contract negotiation process

Rest of page left blank intentionally. Signature page to follow



Mined Minds Software Development Training

Problem There are significant areas of the Appalachian region that are experiencing a rapid decline in the traditional industries that provided the economic driving force for their local economy. These areas possess a talented and loyal workforce, but the career opportunities available are very limited. At the same time, the software development industry in the US is continuing to expand, but talent is overpriced, and the workforce is severely lacking in diversity.

Vision Mined Minds believes anyone can have a successful career in the technology industry, and that a community working together towards common goals can change their economic dependencies. We are working to seed the growth of technology hubs within areas in economic need in Pennsylvania and West Virginia, so that the information revolution can be the fuel to drive these areas into the future.

Mined Minds Foundation is a 501(c)(3) non-profit, with the mission of creating technology hubs within rural areas of economic need. They do this by building a supply of talented technology professionals through computer programming training, and by attracting high-value technology jobs to the region.

Description of Locations Served This project will serve communities that have been adversely impacted by the decline of the coal industry, and that have been identified by ARC as requiring assistance. Participants will be recruited from the following counties in PA and WV:

PA: Greene, Fayette

WV: Summers, Mercer, McDowell, Wyoming, Raleigh, Logan, Mingo, Braxton, Webster, Boone, Fayette, Lincoln, Kanawha, Rhone, Clay, Nicholas, Calhoun, Gilmer

“Pod” Structure In an effort to reach as far into rural communities as possible, Mined Minds will use a “pod” structure for the training. With pods, or groups, of students in each location, we can ensure that participants have the benefits of working with others who are at a similar point in the learning process without the impediments of having to recruit for an entire class in each location. Two trainers will travel between the pods to have as much hands on time with each student as possible and allowing the students to travel as little as possible. A trainer can present material to up to 5 pods at a time using typical online conferencing and collaboration tools while onsite with one pod per class time. This allows for a combination of in person and online learning as well as regular group exercises amongst students. It also allows for workspaces to be very flexible, not needing to facilitate large numbers of students in a single session. The majority of pod space will be donated by partners in order to reach the greatest number of students.



Mined Minds Training Framework contains the following detailed phases.

Recruiting “Pods” and Educating Communities

Career transitions into industries that are not currently prevalent in the communities will require a marketing effort. We will work with each pod community to host a Town Hall event to educate dislocated workers and potential candidates for the program about what a career in software development would mean for them and the community as a whole. We'll work with local government, workforce development boards, and other partners to create events that are both informational and hands on in order to give a preview of the work. This will include a description of the program, Q&A with instructors; partners; and previous graduates, and a demonstration of software development. In addition we'll have sign ups for candidates to register their interest and guidance about next steps.

We have had success training adults with a wide variety of backgrounds, from age 16 to 60, both with and without college education. Indeed, we have found positive impact from having a diverse set of students in each class. The training requires hard work, dedication, and a passion for learning, so we target individuals who can demonstrate success in their past, whether it be in education, employment, or with a hobby. We require students to be available full time for learning during the course (at least 40h per week), and that they are looking to join / rejoin the job market. Mined Minds will work with partners such as the WV National Guard, Workforce WV, SWC WDB and High Schools to recruit students into the program.

Pre-training

We start with an initial 2 weeks basic computer career skills training, so that everyone joining the course will have the skills to successfully initiate the training. Individuals will be offered a place on the main training if they successfully complete the initial basic training. We believe that the pre-training curriculum will be valuable even for candidates who are not interested in pursuing a technical career, since they will be able to use the skills they attain to benefit any employment position, as well as for home use.

Pre-training will be held at each pod location since this requires a full 2 weeks of hands on, instructor led activities. We expect about 70% of participants in the pre-training to be selected to progress into the full 32 week program.



In our experience delivering training to our previous cohorts, these skills are the number one indicator of a student's potential success. If a student is to drop out of our course, without other extraordinary circumstances, it is during this phase. We believe that the addition of the pre-training will allow us to have a high success rate and we would expect any student successful in this stage to have at least 80% chance of placement after the full training.

- Learning Objectives - to be achieved through a first coding project
 - Navigation of local machine
 - Cloud
 - What is it?
 - What apps are regularly used?
 - Working remote
 - Tools
 - Etiquette
 - Teamwork
 - Text editors, file extensions
 - Terminal, PowerShell
 - Installing applications
 - Problem solving - Google, Stack Overflow
 - Functions, variables, loops, conditionals
 - Test Driven Development
 - Version Control

- Criteria for transition to full training (exceptional circumstances considered)
 - Attend all days of training
 - Complete all assignments
 - Interact well with team members
 - Successfully complete code extension in 1:1 with trainer

- Delivery method
 - 2 weeks fulltime, onsite



Training

The 32 week training will provide participants with the knowledge to build state of the art web pages, mobile apps, desktop applications, and cutting edge enterprise solutions for businesses, while gaining a critical eye for evaluating Web site design. There are a wide variety of technologies that all participants will use, to include Ruby, HTML, CSS, SQL, AWS RDS, and Heroku, as well as other technologies that will be required to complete certain projects, such as Swift, Java, C#, Node.JS, Elixir, Lambda, Dynamo DB, Neo4J, EC2, CodeDeploy, SQS, Kinesis, and many others. Participants will see the full software development lifecycle, and code is committed to the individual's online source control throughout the training, which means that they will build-up a substantial portfolio of code by the time of graduation.

Expert instruction from working professionals will provide the fundamentals to start a state of the art career in software development. This course will provide the solid foundation and immersion experience that students need in order to transition careers.

The training involves guided learning in a collaborative environment. From day one, student's work in pairs and groups to complete coding challenges, and learning is directed through exercises and projects. New concepts and best practices are introduced with each new challenge, and learning is reinforced during individual and group assignments. The training involves a mixture of learning exercises, community projects, and real-life client projects.

- Learning Objectives

- Demonstrate a 'systems thinking' approach to development.
- Write well-structured, clean code in Ruby, HTML, JavaScript, SQL, and CSS programming languages.
- Understand the SOLID principles.
- Differentiate between functional and object oriented design concepts.
- Apply agile/lean software development practices, including pair programming, Test Driven Development, and iterative development.
- Understand the deployment process to on premise and cloud servers.
- Work effectively with Source Control Management.
- Understand the fundamentals of data management.



- **Criteria for Graduation**
 - Attend > 95% of training days
 - Complete and demonstrate all assignments
 - Interact well with all team members, pair & mob programming

- **Delivery Method**
 - 32 weeks full time, onsite

During the program, Mined Minds will work with local agencies to help identify relevant supportive services for the participants.

Each participant will require a laptop that allows them to have a dedicated coding machine to facilitate their learning. It is essential for participants to have good hardware in order to be able to fulfill the requirements of the program. Participants that do not already have an adequate laptop, and that cannot source one from supportive services, will be provided with one.

The curriculum has been developed by Mined Minds and is always evolving. Although the goal is to teach fundamentals, it is important to do so utilizing state of the art languages, and techniques. As Mined Minds sees the industry moving towards new libraries and frameworks, they must stay up to date in order to produce employable graduates. Evaluation is done week to week to ensure that the curriculum is catered to the cohort as well as the industry. Mined Minds has a technical advisory board, with members representing significant companies in the global, national, and local technology sectors.

Mined Minds mentorship program is a powerful tool to help participants break into their new industry. Mentors give guidance about code that is being written, as well as answer questions about the industry and introduce their mentees to other experts in the industry. This program allows students to build a name for themselves before they even graduate which helps them to find offers of employment, sometimes before they obtain their certificate. All participants will have access to a mentor throughout the training, with the expectation that they will interact with at least two industry mentors over the course of the program.



Placement

One of our goals at Mined Minds Foundations is to displace offshore outsourcing vendors who move work overseas in order to help their partners staff project work. With a supply of tech talent in the US, and specifically within our region, our partners will be able to hire locally as well as staff burst capacity for projects. Our experience on both sides of these offshoring transactions indicate that projects go more smoothly when timezones, cultural references, and budgets align.

Due to the increasing demand for skilled workers in the tech industry, it is anticipated that successful graduates from the training will be able to attain employment. A report from Georgetown University (<https://cew.georgetown.edu/wp-content/uploads/2014/11/stem-execsium.pdf>) suggests that there will be 2.4 million job openings in STEM through 2018, and, according to a report from Brookings Institute (<https://www.brookings.edu/research/the-hidden-stem-economy/>), half of all STEM jobs are open to candidates without college education.

Every successful graduate should expect to immediately earn a living wage of around \$40,000 / year or more. The skills that the students obtain during this program are worthy of salaries of six figures in larger cities or working remotely with larger companies that are located in larger US cities.

Mined Minds will continue to grow a network of companies, both national and regional, that are committed to employing the graduates locally. We will work closely with employers and industry leaders to ensure that the skills the graduates obtain give them the highest chance of continued success within the technology industry.



Budget and Program Outcomes

Below is summarised the budget and projected program outcomes.

Program Base	
Total Students per cohort	
Recruited Into 2 wks pretraining	35
Full training (32 wks)	25
Pod Locations	6
Counties Served	20
Number of cohorts in 2 year program	
Number of full time cohorts	3
Number of part time cohorts	0
Total Cohorts	3
Number of weeks per cohort	32
Counties Served	
PA	Greene, Fayette
WV	Summers, Mercer, McDowell, Wyoming, Raleigh, Logan, Mingo, Braxton, Webster, Boone, Fayette, Lincoln, Kanawha, Rhone, Clay, Nicholas, Calhoun, Gilmer

Training Costs	Cost	Match	Ask
Trainer Hourly Cost	\$ 120.00	\$ 45.00	\$ 75.00
Trainers	2		
Total Trainer Cost	\$ 960,000.00	\$ 360,000.00	\$ 600,000.00
Computers - \$500 max	\$ 37,500.00	\$ 7,500.00	\$ 30,000.00
Coordination and Support	\$ 125,000.00	\$ 125,000.00	\$ -
Recruiting & Town Hall	\$ 51,840.00	\$ 19,440.00	\$ 32,400.00
Mentorship program	\$ 72,000.00	\$ 72,000.00	\$ -
Facilities	\$ 120,000.00	\$ 80,000.00	\$ 40,000.00
Total	\$ 1,366,340.00	\$ 663,940.00	\$ 702,400.00

Program Costs	Cost	Match	Ask
Total Training	\$ 1,366,340.00	\$ 663,940.00	\$ 702,400.00
Complete stackable credential evaluation with PASHE and WV CTCS	\$ 16,000.00	\$ 16,000.00	\$ -
Totals	\$ 1,382,340.00	\$ 679,940.00	\$ 702,400.00

Program Outcomes	
Total Students	75
Total Graduates	60
Employed	56
Graduate and do not enter workforce	4

**METHOD OF PAYMENT
EXHIBIT B**

THIS METHOD OF PAYMENT (this "Method of Payment") is dated as of 06/01/2017 (the "Effective Date") and is made pursuant to, and from and after the Effective Date, is hereby incorporated into and made a part of PW-18926-IM 13:

Subject to the receipt of funds from the Commonwealth of Pennsylvania, WGCJTA, INC. shall disburse funds to SUB-RECIPIENT. In no event shall the amount disbursed to SUB-RECIPIENT by WGCJTA, INC. under this Agreement exceed the lesser of \$702,400.00 or the actual costs incurred by SUB-RECIPIENT for the period 06/01/2017 to 06/30/2018. The amount shall be disbursed to SUB-RECIPIENT by WGCJTA, INC. in accordance with the provisions, terms and conditions of this Agreement including, but not limited to the Agreement Budget. The method of payment of funds under this Agreement by WGCJTA, INC. to SUB-RECIPIENT shall be on the following basis:

- **All funds disbursed by WGCJTA, INC. to SUB-RECIPIENT under this Agreement shall be on a reimbursement basis.**
- **By the tenth day of the second month of operation of the work or program, SUB-RECIPIENT shall submit to WGCJTA, INC. a statement of the actual costs incurred by SUB-RECIPIENT during the preceding month. Such statements shall be certified true and correct by SUB-RECIPIENT. WGCJTA, INC. upon approving such statements, shall make payment to SUB-RECIPIENT. This should be followed monthly, unless otherwise agreed to by all parties.**
- **SUB-RECIPIENT shall not incur any costs directly or indirectly for the program beyond the termination date of this Agreement.**
- **For final payments, agreement close-out documents must be submitted by SUB-RECIPIENT to WGCJTA, INC. not more than fifteen (15) days after the last day of the last month of the contract or the last month prior to termination of the Agreement.**

Rest of page left blank intentionally. Signature page to follow

**BUDGET
EXHIBIT C**

THIS BUDGET (this "Budget") is dated as of 06/01/2017 (the "Effective Date") and is made pursuant to, and from and after the Effective Date, is hereby incorporated into and made a part of PW-18926-IM 13:

Costs cannot exceed the total amount contracted of \$702,400.00 and will be paid as follows:

TOTAL \$702,400.00

Please prepare a line item budget and budget narrative based on this award and return to WGCITA, Inc.

Rest of page left blank intentionally. Signature page to follow

Southwest Corner Workforce Development Board

ARC –Mined Minds

Budget Narrative

Mined Minds Contracted Cost Breakdown – 75 students

Trainers (2 trainers @ \$75/hour)	\$ 600,000.00
Computers (\$500 max/computer)	\$ 30,000.00
Recruiting & Town Hall	\$ 32,400.00
Facilities	\$ 40,000.00
Mined Minds Contracted Cost Total	\$ 702,400.00

Match Breakdown/Commitment

Trainers (2 trainers @ \$45/hour) (cash)	\$ 360,000.00
Computers (\$500 max/computer) (cash)	\$ 7,500.00
Coordination and Support (cash)	\$ 125,000.00
Recruiting & Town Hall (cash)	\$ 19,440.00
Mentorship Program (cash)	\$ 72,000.00
Facilities (in-kind)	\$ 80,000.00
Stackable Credential Evaluation (PASSHE & WV CTCS) (cash)	\$ 16,000.00
Mined Minds Match Total	\$ 679,940.00

INVOICE

Submit an invoice to:
Washington Greene County Job Training Agency, Inc.
351 West Beau Street
Suite 300
Washington, PA 15301

Contractor's Name: _____

Contract Number _____

Mailing Address: _____

Contract Period: From: _____

To: _____

Cost Categories (Itemize categories on reverse side)	Approved Budget	Current Report Period Expenses From: To:	Year to Date Expenses (Including current report period)
Staff/Fringe		\$	\$
Operating		\$	\$
ITA		\$	\$
OJT		\$	\$
Other Program (Description Required):		\$	\$
Total		\$	\$

Contractor/Subrecipient Authorization For Payment:

Authorized Signature

Title

I certify that the expenditures reflected on this invoice are correct and were made in accordance with the conditions of the grant.

WGCJTA, INC Approved Payment:

\$

President/CFO Signature

Date

REPORTS
EXHIBIT D

THIS REPORT (this "Report") is dated as of 06/01/2017 (the "Effective Date") and is made pursuant to, and from and after the Effective Date, is hereby incorporated into and made a part of PW-18926-IM 13:

1. SUB-RECIPIENT must ensure that all **Pennsylvania** participants are 100% enrolled in CWDS. Participants from other states should be connected to workforce one-stop system and enrolled into the state's workforce system of record.
2. By the tenth day of the second month of operation of the work or program, SUB-RECIPIENT shall submit to WGCJTA, INC. a report on SUB-RECIPIENT's progress with outcomes pending the forthcoming PA State's Department of Labor and Industry's reporting requirements.
3. All grant-, PA State-, and/or Federal-Required Reports are the SUB-RECIPIENT'S responsibility to complete and submit to WGCJTA, Inc. within the time frame required by this contract and/or the funding source requirements.

Rest of page left blank intentionally. Signature page to follow

**CONFIDENTIALITY AGREEMENT
EXHIBIT E**

THIS CONFIDENTIALITY AGREEMENT (this "CONFIDENTIALITY AGREEMENT") is dated as of 06/01/2017 (the "Effective Date") and is made pursuant to, and from and after the Effective Date, is hereby incorporated into and made a part of PW-18926-IM 13:

WGCJTA, Inc. ("WGCJTA, INC.") shall develop, obtain and use certain Confidential Information (defined herein) of third parties during the course of its research and operations. Consultants of WGCJTA, INC. will receive and have access to this Confidential Information. This Confidential Information includes but is not limited to employment records, personal financial information, personal identifiers, such as name, address and tax identification number, operating data, personnel files, marketing data, customer lists and any other information of a private or sensitive nature. Consultants are not to use or disclose any such Confidential Information unless specific permission to do so has been granted by the Chief Executive Officer of WGCJTA, INC. This obligation exists even after the employee/SUB-RECIPIENT leaves the employment/service of WGCJTA, INC.

The unauthorized disclosure of Confidential Information can subject an individual employee and WGCJTA, INC. to liability. Disclosure of Confidential Information to unauthorized persons, or unauthorized access to, or misuse, theft, destruction, alteration, or sabotage of such Confidential Information, may result in the employee's immediate revocation of working privileges and may lead to legal action. Applicable federal and state laws related to protection of such Confidential Information shall be followed should an employee fail to seek permission for any use or disclosure of any Confidential Information.

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

1. "CONFIDENTIAL INFORMATION" mean all information in SAID FIELD supplied to CONFIDANT by or on behalf of WGCJTA, INC., except such information which:
 - a. prior to CONFIDANT's receipt thereof; (i) was generally publicly available or; (ii) was in CONFIDANT's possession, free of any restrictions on its use or disclosure and from a source other than WGCJTA, INC.; or
 - b. after CONFIDANT's receipt thereof; (i) becomes publicly available without the fault of CONFIDANT, or (ii) is acquired by CONFIDANT from a third party free of any restrictions on its use or disclosure.

It is understood, however, that CONFIDANT shall keep confidential the fact that any WGCJTA, INC. disclosed information is similar or identical to any such excepted information.

2. For a period of one (1) year from the project conclusion, CONFIDANT shall:
 - a. utilize such CONFIDENTIAL INFORMATION only for SAID PURPOSE.
 - b. not disclose CONFIDENTIAL INFORMATION to any third party, except as may be authorized in writing by WGCJTA, INC. or as may be required by law or by order of court. In the event of a disclosure required by law, CONFIDANT shall provide notice to

WGCJTA, INC. so WGCJTA, INC. may adequately defend against such disclosure, The dissemination of such CONFIDENTIAL INFORMATION within CONFIDANT's internal organization shall be limited to those employees whose duties justify their need to know such information and then only on the basis of clear understanding by such employees of their obligation to maintain the confidentiality of such information and to restrict the use thereof solely for SAID PURPOSE, and

- c. promptly disclose to WGCJTA, INC. any inventions or developments conceived or made during this period based on or derived from CONFIDENTIAL INFORMATION, and CONFIDANT hereby grants to WGCJTA, INC. an irrevocable, royalty-free, non-exclusive, worldwide license, with the right to sublicense, with respect to any such inventions or developments.**
- 3. No license to CONFIDANT under any WGCJTA, INC. patents, CONFIDENTIAL INFORMATION, or other proprietary interests is specifically or impliedly granted by this Agreement.**
- 4. CONFIDANT acknowledges that CONFIDENTIAL INFORMATION supplied by WGCJTA, INC. in written or other tangible form is the property of WGCJTA, INC. and, upon written request, shall be promptly returned to WGCJTA, INC., together with all reproduction thereof, in any form, which CONFIDANT may have in its possession or control.**
- 5. This Agreement shall be governed by the law of the Commonwealth of Pennsylvania, U.S.A., exclusive of its provisions regarding conflict of laws.**

Execution of the acceptance below shall bind CONFIDANT to all the conditions of this Agreement, effective as of the date below.

Rest of page left blank intentionally. Signature page to follow

**RECORD RETENTION
EXHIBIT F**

The following requirements are established for retention of records related to all programs and activities and pertain to all SUB-RECIPIENTS receiving Funds.

Each SUB-RECIPIENT is required to establish and maintain retention requirements for all funds. Records should be retained based on the grant requirements in which the funding was provided.

Records relating to non-expendable personal property acquired with any funds must be retained for at least four (4) years after final disposition of the property. SUB-RECIPIENT must obtain written permission from WGCJTA, INC. prior to the destruction of any records described in this section.

WIOA Participants- Individuals for whom a WIOA Application was completed to determine WIOA eligibility and the person received a WIOA service/enrolled in a WIOA program.

Record Retention End Date- As noted above or if any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the grant required period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular grant required period, whichever is later.

Rest of page left blank intentionally. Signature page to follow

RIGHT TO KNOW LAW - GRANT PROVISIONS
(Form # 8-K-1580)
EXHIBIT G

- a. Grantee or Sub-recipient understands that this Grant Agreement and records related to or arising out of the Grant Agreement are subject to requests made pursuant to the Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, ("RTKL"). For the purpose of these provisions, the term "the Commonwealth" shall refer to the granting Commonwealth agency.
- b. If the Commonwealth needs the Grantee's or Sub-recipient's assistance in any matter arising out of the RTKL related to this Grant Agreement, it shall notify the Grantee or Sub-recipient using the legal contact information provided in the Grant Agreement. The Grantee or Sub-recipient, at any time, may designate a different contact for such purpose upon reasonable prior written notice to the Commonwealth.
- c. Upon written notification from the Commonwealth that it requires Grantee's or Sub-recipient's assistance in responding to a request under the RTKL for information related to this Grant Agreement that may be in Grantee's or Sub-recipient's possession, constituting, or alleged to constitute, a public record in accordance with the RTKL ("Requested Information"), Grantee or Sub-recipient shall:
 1. Provide the Commonwealth, within ten (10) calendar days after receipt of written notification, access to, and copies of, any document or information in Grantee's or Sub-recipient's possession arising out of this Grant Agreement that the Commonwealth reasonably believes is Requested Information and may be a public record under the RTKL; and
 2. Provide such other assistance as the Commonwealth may reasonably request, in order to comply with the RTKL with respect to this Grant Agreement.
- d. If Grantee or Sub-recipient considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or other information that Grantee or Sub-recipient considers exempt from production under the RTKL, Grantee or Sub-recipient must notify the Commonwealth and provide, within seven (7) calendar days of receiving the written notification, a written statement signed by a representative of Grantee or Sub-recipient explaining why the requested material is exempt from public disclosure under the RTKL.
- e. The Commonwealth will rely upon the written statement from Grantee or Sub-recipient in denying a RTKL request for the Requested Information unless the Commonwealth determines that the Requested Information is clearly not protected from disclosure under the RTKL. Should the Commonwealth determine that the Requested Information is clearly not exempt from disclosure, Grantee or Sub-recipient shall provide the Requested Information within five (5) business days of receipt of written notification of the Commonwealth's determination.
- f. If Grantee or Sub-recipient fails to provide the Requested Information within the time period required by these provisions, Grantee or Sub-recipient shall indemnify and hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the

Commonwealth may incur as a result of Grantee's or Sub-recipient's failure, including any statutory damages assessed against the Commonwealth.

- g. The Commonwealth will reimburse Grantee or Sub-recipient for any costs associated with complying with these provisions only to the extent allowed under the fee schedule established by the Office of Open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable.**
- h. Grantee or Sub-recipient may file a legal challenge to any Commonwealth decision to release a record to the public with the Office of Open Records, or in the Pennsylvania Courts, however, Grantee or Sub-recipient shall indemnify the Commonwealth for any legal expenses incurred by the Commonwealth as a result of such a challenge and shall hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of Grantee's or Sub-recipient's failure, including any statutory damages assessed against the Commonwealth, regardless of the outcome of such legal challenge. As between the parties, Grantee or Sub-recipient agrees to waive all rights or remedies that may be available to it as a result of the Commonwealth's disclosure of Requested Information pursuant to the RTKL.**
- i. The Grantee's or Sub-recipient's duties relating to the RTKL are continuing duties that survive the expiration of this Grant Agreement and shall continue as long as the Grantee or Sub-recipient has Requested Information in its possession.**

Rest of page left blank intentionally. Signature page to follow

DISCLOSURE LETTER
EXHIBIT H

I, the undersigned certify that the information provided herein is true and correct as of the date hereof and am enclosing the documents and/or information listed below. Capitalized terms are defined in the Agreement between the undersigned Agency and WGCJTA, INC.

- A. CONTACTOR'S Data Universal Number System ("DUNS") number, or the DUNS+4 number if applicable, together with the address of the primary location of performance of the Services.
- B. Unless a waiver has been granted in accordance with Section 17 of the Agreement, Certificates of Insurance.

Agency Name: MINED MINDS

Authorized Signee Name: JONATHAN GRAHAM

Signature: 

Date: 07/31/2017

Rest of page left blank intentionally. Signature page to follow

**DECLARATION OF AUTHORIZED SIGNATORY
ATTACHMENT 1**

_____ does hereby authorize the (SUB-RECIPIENT NAME) _____ following individual(s) to sign all Washington Greene County Job Training Agency, Inc. correspondence including contracts, contract modifications, reimbursement invoices and other required Washington Greene County Job Training Agency, Inc. correspondence.

AUTHORIZED REPRESENTATIVE:

Jonathan Graham
NAME (PRINT OR TYPE)


SIGNATURE

Amanda Graham
NAME (PRINT OR TYPE)


SIGNATURE

NAME (PRINT OR TYPE)

SIGNATURE

NAME (PRINT OR TYPE)

SIGNATURE

NAME (PRINT OR TYPE)

SIGNATURE

Authorized by the following on _____.

NAME (PRINT OR TYPE)

SIGNATURE

Title

**CERTIFICATION REGARDING LOBBYING
ATTACHMENT 2**

If the applicant or the Sub-recipients have not been involved in any lobbying activities, this form should be signed, dated and submitted with the application package. If the applicant or the Sub-recipients have been involved in any lobbying activities, this should be reported in Exhibit I of this contract.

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made into or entered into. Submission of this certification is a prerequisite for making and entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be the subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

SIGNATURE: 

TITLE: DIRECTOR

DATE: 07/11/07

**CERTIFICATION REGARDING DEBARMENT & SUSPENSION
ATTACHMENT 3**

If the applicant or the Sub-recipients have had any debarments or suspensions, this should be reported in Exhibit I of this contract.

Instructions for Certification

1. By signing and submitting this proposal, the prospective recipient of Federal assistance funds is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms *covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded*, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective recipient of Federal assistance funds agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DOL.
6. The prospective recipient of Federal assistance funds further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List if Parties Excluded from Procurement or Non-Procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and/or debarment.

**Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211).

**(BEFORE COMPLETING CERTIFICATION,
READ INSTRUCTIONS FOR CERTIFICATION)**

- 1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

- 2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

JONATHAN GRAMER, DIRECTOR

Name and Title Of Authorized Representative

JEG

Signature

07/31/2017

Date

WGCITA, INC.



Signature

Ami Gatts
President/SCWDB Director

7-31-17

Date

SUB-RECIPIENT:



Signature

JONATHAN GRAHAM

Print Name

OPERATOR

Print Title

07/31/2017

Date