

SUBRECIPIENT AGREEMENT

This Subrecipient Agreement ("Agreement") is entered into as of Term Start date between TRWIB, Inc., a Pennsylvania nonprofit corporation, doing business as Partner4Work, with offices at 650 Smithfield St., Suite 2400, Pittsburgh, PA 15222 (FEIN 25-1898851) ("Partner4Work"), and Counterparty organization, a State of Organization Org Type, with offices at Company street address, Company City, State, Zip (FIN) ("Subrecipient").

WHEREAS, Partner4Work is a local workforce development board authorized to make subawards;

WHEREAS, Subrecipient is duly organized, validly existing, authorized to enter into this Agreement, and eligible to perform the Scope of Work and receive funds under the terms of this Agreement;

WHEREAS, Subrecipient agrees to provide the Scope of Work described in Exhibit A under the terms of this Agreement;

WHEREAS, Partner4Work's obligation to make payments under this Agreement is conditional on receipt of funds from its funding sources;

WHEREAS, this Agreement is intended to comply with the requirements of the funding source(s) identified in the Agreement Data Sheet, including WIOA when applicable, and other applicable law;

NOW, THEREFORE, the parties agree as follows:

AGREEMENT DATA SHEET

This Agreement Data Sheet is incorporated into and made part of Agreement Prefix 1Prefix 2auto_sequence by and between Partner4Work and Counterparty organization. Any conflicts involving this Data Sheet will be resolved in accordance with the Order of Precedence provision.

Unless this Agreement expressly provides otherwise, a blank or uncompleted field in this Data Sheet does not mean that the matter is inapplicable and does not modify, waive, limit, or negate any obligation, requirement, condition, or right otherwise set forth in this Agreement or imposed by applicable law or funding requirements.

1. Basic Agreement Information

Agreement Number: Prefix 1Prefix 2auto_sequence

Agreement Effective Date: Term Start date

Agreement Contract Sum/Amount Not to Exceed: \$Contract amount

Period of Performance Start Date: Term Start date

Period of Performance End Date: Term End date

Budget Period Start Date:

Budget Period End Date:

2. Subrecipient Information

Subrecipient Legal Name: Counterparty organization

Subrecipient DBA (if any):

Subrecipient Entity Type/State of Formation: Org Type, State of Organization

Subrecipient Principal Address: Company street address, Company City, State, Zip

Subrecipient FEIN/TIN: FIN

Subrecipient UEL: DUNS Number

3. Notice Contacts

The information below is provided for reference in accordance with the Notices provision of this Agreement. All notices must comply with the Notices provision, which controls in the event of any inconsistency.

Partner4Work:

Contracts Department

650 Smithfield St., Suite 2400

Pittsburgh, PA 15222

Email: contracts@partner4work.org

Subrecipient: Counterparty organization

Attn: Notices Sent to: Full Contact Name

Company street address

Company City, State, Zip

Email:

4. Funding Identification

Funding Source Type(s):

Funding Source/Awarding Entity Name(s):

Funding Source Program Name(s):

Funding Source Award/Grant Number(s):

Funding Source Award/Grant Purpose:

Funding Source Award/Grant Date(s):

Assistance Listings Title(s) (if Federal):

Assistance Listings Number(s) (if Federal):

Amount Obligated to Subrecipient by Partner4Work through this Agreement:

Federal Amount Obligated to Subrecipient by Partner4Work through this Agreement:

Total Amount Obligated to Subrecipient by Partner4Work:

Total Federal Amount Obligated to Subrecipient by Partner4Work:

Subrecipient Indirect Cost Method/Rate (see Exhibit C):

5. Insurance Requirements

The Insurance provision of this Agreement sets forth the insurance requirements, standards, limits, and other terms applicable to this Agreement. The selections below identify the coverages that Partner4Work has designated as required or applicable for this Agreement under that provision. If a coverage is identified below as required or applicable, the corresponding requirements, limits, conditions, and other terms set forth in the Insurance provision apply to that coverage. Any waiver, reduction, or modification of a designated coverage requirement must be approved separately in writing in accordance with the Insurance provision and does not alter the designation below unless expressly stated in that writing.

Always Required

Commercial General Liability: Always Required

Workers' Compensation: Always Required; N/A if legally exempt and approved

Additional Coverage Designations

Automobile Liability: Not Required

Employee Dishonesty/Theft (Fidelity): Not Required

Privacy/Cyber Liability: Required

Professional Liability (E&O): Required

6. Funding-Specific Requirements

This Agreement is subject to additional requirements imposed by applicable law, regulation, award terms, agency guidance, and program rules applicable to the funding source(s) supporting it. If any funding-specific addenda, special conditions, or attachments are identified below, they are attached hereto, incorporated into, and made part of this Agreement. Any such addenda, special conditions, or attachments do not constitute an exclusive or exhaustive statement of all applicable requirements. Subrecipient remains responsible for complying with all requirements applicable to the funding source(s) supporting this Agreement, whether or not expressly set forth in a listed addendum, special condition, or attachment. The omission of any listed addendum or specific reference in this section does not limit or waive any otherwise applicable funding-source requirement.

Funding-specific addenda or special condition attachments (if any):

1. SCOPE OF WORK

Partner4Work engages Subrecipient to perform the Scope of Work described in Exhibit A, as may be amended in writing by the parties (the "Scope of Work"). Subrecipient accepts this engagement and will perform the Scope of Work in accordance with this Agreement and Exhibit A, using its best efforts, knowledge, and skill, and will ensure its employees do the same. The Scope of Work will be performed at the times and places reasonably directed by Partner4Work.

2. TERM

This Agreement begins and ends on the "Period of Performance Start and End Dates" listed in the Agreement Data Sheet (the "Term"), unless earlier terminated in accordance with this Agreement. Partner4Work may extend the Term by written amendment.

3. COMPENSATION & PAYMENT

Contract Sum. Partner4Work will pay Subrecipient for performance of the Scope of Work an amount not to exceed the "Contract Sum" listed in the Agreement Data Sheet, in accordance with Exhibit B and Exhibit C.

Invoice Submission & Review. Subrecipient will comply with the payment, invoicing, and cost requirements set forth in Exhibit B and Exhibit C, as applicable. Subrecipient will submit invoices in the form, with the frequency, and with the supporting documentation required by Exhibit B. Partner4Work may withhold, reduce, or deny payment for costs that are unallowable, inadequately supported, or not submitted in accordance with Exhibit B, or if required reports or deliverables are not submitted as required by this Agreement. Where appropriate and at Partner4Work's sole discretion, Partner4Work shall provide Subrecipient with reasonable opportunity to cure any and all defects with its invoice submission. The sufficiency of all invoices and/or accompanying and supporting documentation shall be determined solely by Partner4Work.

Funding Contingency. Payment under this Agreement is contingent upon (i) Partner4Work's receipt of funds for the Scope of Work and purpose of this Agreement and (ii) Subrecipient's continued eligibility under applicable law and the applicable notice of award or funding terms. If Partner4Work's funding for this Agreement is reduced, suspended, or terminated, Partner4Work may reduce the Contract Sum and/or terminate this Agreement in accordance with the termination provisions of this Agreement. Partner4Work will endeavor to provide written notice within ten (10) days after receiving notice of a reduction, suspension, or termination of funding, but failure to provide such notice does not create liability for Partner4Work.

Fixed Amount Subawards. If Partner4Work designates in Exhibit B that this Agreement, or a portion of it, is funded on a fixed amount basis, payment will be based on the achievement of agreed milestones, unit prices, deliverables, or other defined performance measures rather than reimbursement of actual costs, except as otherwise expressly stated. Any fixed amount structure must be authorized by applicable funding requirements and approved as required by the funding source. Subrecipient acknowledges that fixed amount funding may be used only where the Scope of Work and performance expectations are sufficiently defined and measurable, and that Subrecipient must provide any completion certification or other documentation required by Exhibit B or applicable funding requirements.

4. FINANCIAL ACCOUNTABILITY

Financial Management and Records. Subrecipient will maintain a financial management system and records sufficient to track funds received and costs incurred under this Agreement, in accordance with applicable federal and state requirements and the applicable funding terms.

Audit Requirements. If Subrecipient is subject to audit requirements under applicable law, including any required Single Audit or program-specific audit under 2 CFR Part 200, Subpart F, Subrecipient will obtain and complete the required audit in a timely manner and comply with all related requirements. Subrecipient will provide Partner4Work with a copy of any required Single Audit or program-specific audit report, including the schedule of findings and questioned costs, corrective action plan, and summary of prior audit findings, if applicable, promptly upon completion or submission. Upon request, Subrecipient will provide Partner4Work with any other audit-related materials reasonably needed for Partner4Work to fulfill its monitoring responsibilities, including any management letter or other audit materials relevant to this Agreement, to the extent applicable. Subrecipient will promptly notify Partner4Work of any audit finding, questioned cost, material weakness, significant deficiency, or other audit matter that relates to this Agreement or to funds provided under this Agreement, and will cooperate with Partner4Work in addressing any resulting corrective action, management decision, or repayment obligation.

Allowable Costs. For payments based on cost reimbursement, Partner4Work will reimburse only costs that are allowable, reasonable, necessary to carry out the Scope of Work, and adequately documented, and that are incurred during the Term.

Indirect Costs. If Subrecipient charges indirect costs under this Agreement, the indirect cost method or rate applicable to this Agreement must be identified in the Agreement Data Sheet and/or Exhibit C. Subrecipient will charge indirect costs only in accordance with the indirect cost rate, de minimis rate, cost allocation plan, or other method permitted by applicable law, the applicable funding requirements, and this Agreement. Upon request, Subrecipient will provide documentation reasonably sufficient to support the indirect cost method or rate used, including any federally negotiated indirect cost rate agreement, indirect cost proposal, cost allocation plan, or calculation of the amount charged.

Source Documentation. Subrecipient will maintain, and submit with each invoice, documentation sufficient to support the basis for all amounts invoiced, reported, or otherwise charged under this Agreement and to demonstrate compliance with this Agreement and applicable funding requirements. All amounts invoiced, reported, or otherwise charged under this Agreement are subject to review, monitoring, and audit by Partner4Work and other authorized oversight entities.

For cost-reimbursement payments, such documentation must support the allowability and amount of costs charged, including, as applicable, expenditures, accruals, obligations, and cost allocations.

For direct costs, supporting documentation shall include but is not limited to, as applicable:

- general ledger cross-referenced to the invoice
- copies of timesheets for staff less than 100% charged
- payroll registers, invoices, and additional proof-of-purchase materials, such as canceled checks, receipts, and/or signature of receipt for participant incentives
- any other documentation reasonably requested by Partner4Work

For indirect costs, supporting documentation shall include but is not limited to documentation showing how the amount charged was calculated.

For fixed amount payments, such documentation must support the applicable milestone, unit, deliverable, performance measure, completion certification, or other payment basis stated in Exhibit B or otherwise required by applicable funding requirements.

Upon request, Subrecipient will provide any additional supporting documentation requested by Partner4Work, together with any reasonable summary or explanation, within five (5) business days, unless Partner4Work permits a longer period in writing.

Improper and Disallowed Costs. Subrecipient is responsible for any cost determined to be unallowable, improper, or otherwise in violation of applicable law, the applicable funding terms, or this Agreement. Partner4Work may withhold payment and/or require repayment of such amounts, including amounts identified through monitoring, review, investigation, or audit. Subrecipient will promptly repay any amount due within thirty (30) days after written notice of a final determination.

Program Income and Interest. To the extent Subrecipient earns program income as a result of activities funded under this Agreement, if program income is allowable, Subrecipient will report, use, account for, and, if required, return such program income in accordance with applicable funding requirements, including using program income for allowable program purposes and expending it before requesting additional funds. Unexpended program income, if any, will be handled as required by the applicable funding requirements. If Subrecipient receives any advance payments under this Agreement and earns interest on those funds, Subrecipient will remit or otherwise handle that interest as required by the applicable funding requirements.

Property, Equipment, Advances, and Receivables. To the extent this Agreement involves equipment, supplies, real property, advance payments, program income, unexpended funds, accounts receivable, or other assets acquired, generated, held, or used in connection with this Agreement, Subrecipient will manage, use, safeguard, report, return, transfer, account for, or dispose of such items in accordance with this Agreement, applicable funding requirements, and Partner4Work's written instructions. Subrecipient shall coordinate with Partner4Work before purchasing, leasing, obligating funds for, or otherwise acquiring any item or asset that may be subject to Partner4Work, Commonwealth, funding-source, or other prior-review or prior-approval requirements. Upon expiration or termination of this Agreement, or earlier upon request, Subrecipient will cooperate with Partner4Work in identifying and properly handling any such items, including returning or transferring any unexpended funds, advance balances, program income, or accounts receivable attributable to this Agreement, as required.

5. COMPLIANCE ASSURANCES

Subrecipient acknowledges and agrees to comply with all applicable statutory, regulatory, and policy provisions related to its performance under this Agreement, including applicable award terms and conditions.

A. GENERAL AWARD COMPLIANCE

General Compliance. Subrecipient will know, obey, and comply with all applicable federal, state, and local laws, ordinances, executive orders, regulations, policies, procedures, award terms, and officially issued guidance applicable to the Scope of Work and to the funds provided under this Agreement, including but not limited to applicable requirements of 2 CFR Part 200, the Pennsylvania Department of Labor & Industry Financial Management Guide, and applicable Pennsylvania Workforce System Policies.

Public Acknowledgment of Funding. If any funding source supporting this Agreement requires acknowledgment of that funding source in public communications or materials, including under the Stevens Amendment, related appropriations language, award terms, agency guidance, state requirements, or other funding-source rules, Subrecipient will comply with those requirements in all statements, press releases, requests for proposals, bid invitations, publications, websites, signage, and other public communications or materials describing the project or program funded under this Agreement. At a minimum, Subrecipient will include any acknowledgment,

attribution, disclaimer, and funding-share information required by the applicable funding source, including, when required, the percentage and dollar amount of federal funding and the percentage and dollar amount of nongovernmental funding, in the form and manner required by that source.

Public Communications and Use of Name. Except as required by law, applicable funding requirements, or the approved Scope of Work, Subrecipient will not issue a press release, public announcement, media statement, or other public communication specifically describing this Agreement, the funded project or program, or Partner4Work's role in it, or use Partner4Work's name, logo, or other identifying marks in public materials relating to this Agreement, without Partner4Work's prior written review and approval, which will not be unreasonably withheld or delayed. This paragraph does not prohibit routine program outreach or operational communications made in the ordinary course of performance, provided such communications comply with this Agreement, including the Public Acknowledgment of Funding requirements, and do not state or imply that Subrecipient is speaking on behalf of Partner4Work.

Supplement, Not Supplant. Except to the extent applicable law, award terms, or funding-source requirements expressly permit otherwise, Subrecipient will use funds under this Agreement to supplement, and not supplant, other federal, state, local, or non-federal funds or activities otherwise available for the same purpose.

B. RESTRICTED ACTIVITIES & USE OF FUNDS

Use of Funds Restrictions. Subrecipient will comply with all restrictions applicable to the use of funds under this Agreement, including any restrictions imposed by applicable law, award terms, funding-source requirements, or funding-specific addenda attached to this Agreement.

Relocation. Subrecipient will not use funds under this Agreement to encourage or induce relocation of a business if it results in job loss at the original location and will comply with any applicable waiting period or restrictions for relocated businesses.

Foreign Travel. Subrecipient will not use funds under this Agreement for foreign travel, except as permitted by the applicable funding requirements.

Economic Development and Employment-Generating Activities. Subrecipient will not use funds under this Agreement for economic development, employment-generating activities, or similar activities that are not directly related to the Scope of Work, except as permitted by the applicable funding requirements. Subrecipient will not use funds under this Agreement to pay incumbent employee wages during participation in such economic development activities, except as permitted by applicable funding requirements.

Religious Activities. Subrecipient will not use funds under this Agreement to support religious or anti-religious activity, except as permitted by applicable law. Subrecipient will not use funds under this Agreement for the employment or training of participants in the construction, operation, or maintenance of any facility used or to be used for sectarian instruction or as a place of religious worship, except as permitted by applicable law.

Political Activity. Subrecipient will ensure that no costs charged to this Agreement support partisan or nonpartisan political activity or lobbying. Subrecipient will comply with applicable federal and state restrictions on political activity, including but not limited to the Hatch Act, where it applies to personnel whose principal employment is in connection with federally funded activities.

Union Organizing. To the extent required by applicable law, award terms, or funding-source requirements, Subrecipient will not use funds under this Agreement to assist, promote, or deter union organizing.

Lobbying. Subrecipient will comply with applicable federal and Pennsylvania lobbying restrictions. Subrecipient will not use funds under this Agreement for publicity or propaganda purposes or to influence legislation, appropriations, regulations, administrative actions, or executive orders. Subrecipient will notify Partner4Work in writing if it becomes subject to any lobbying registration or reporting requirement relating to activities connected to this Agreement, to the extent such notice is required by applicable award terms.

C. ORGANIZATIONAL INTEGRITY & STANDING

Business Integrity. Subrecipient will maintain high standards of honesty and integrity in connection with this Agreement and will not offer, give, solicit, or accept any gratuity, favor, or thing of value for the purpose of improperly influencing any official, employee, or other person in connection with this Agreement. Subrecipient will maintain standards of conduct and internal controls appropriate to its performance under this Agreement.

Unique Entity Identifier (UEI). Subrecipient will provide and maintain a Unique Entity Identifier (UEI) and any other entity registration or identification information required by the applicable award terms, and will promptly update Partner4Work regarding any material change to that information.

Suspension and Debarment. Subrecipient certifies that it, or any of its principals, are not suspended, debarred, or otherwise excluded from participation in federal or state awards or other public funding or contracting activities, and will notify Partner4Work of any such suspension, debarment, or exclusion occurring during the Term.

Tax Responsibility. Subrecipient certifies it is current in payment and filing of all required federal, state, and local taxes and will notify Partner4Work of any tax delinquency during the Term. If Partner4Work receives notice of, or otherwise has a reasonable basis to believe, Subrecipient has an outstanding delinquency, Partner4Work may set off the indebtedness against amounts otherwise payable under this Agreement.

Drug-Free Workplace. To the extent required by applicable law, award terms, or funding-source requirements, Subrecipient will comply with applicable Drug-Free Workplace requirements and will maintain and administer its operations under this Agreement in a manner consistent with those requirements.

Worker Protection and Investment (EO 2021-06). Subrecipient certifies it is in compliance with applicable Pennsylvania labor and workforce safety laws, consistent with Pennsylvania Executive Order 2021-06 (Worker Protection and Investment) (including laws related to wage payment, minimum wage, child labor, misclassification, prevailing wage, equal pay, and workers' compensation, as applicable), and will promptly notify Partner4Work if it becomes noncompliant during the Term.

Job Quality. For Subrecipient employees whose compensation is charged in whole or in part to this Agreement, Subrecipient will make reasonable efforts to promote job quality through employment practices that increase workforce retention, career advancement opportunities, and access to available jobs. While the definition of job quality is wide-ranging, employment policies and practices typically relate to recruitment, hiring, onboarding, compensation, benefits, working conditions, employee engagement, accessibility, job security, worker voice, organizational culture, training, and career advancement. Subrecipient is encouraged to consider nationally recognized job quality frameworks, tools, and practices where feasible and appropriate, and to work with Partner4Work to better understand and advance job quality standards.

Compensation Benchmark for Subrecipient Employees. Partner4Work strongly encourages Subrecipient to compensate employees whose wages or salaries are charged directly to this Agreement at or above the living wage for one adult with no children in Allegheny County, as published by the Massachusetts Institute of Technology Living Wage Calculator on the Effective Date of this Agreement, using base wages or salary equivalents only. Nothing in this paragraph requires Subrecipient to meet the benchmark unless expressly identified elsewhere in this Agreement or applicable program requirements.

D. CONFLICTS, DISCLOSURES, & MISCONDUCT REPORTING

Conflicts. Subrecipient will promptly disclose to Partner4Work in writing any actual or apparent conflict of interest and any financial interest of Subrecipient or its principals in any lower-tier entity, subcontractor, or supplier involved in performance of this Agreement.

Disclosures. Subrecipient certifies that it has disclosed to Partner4Work any material matter that could affect Partner4Work's decision to enter into or continue this Agreement and will promptly disclose any such matter arising during the Term.

Subrecipient will also make any mandatory disclosures required by applicable award requirements or applicable law, including the prompt written disclosures required by 2 CFR 200.113, Mandatory Disclosures, to the Federal awarding agency, its Office of Inspector General, and Partner4Work, as applicable. Subrecipient will cooperate in any resulting review, investigation, corrective action, or recovery effort.

Misconduct and Misuse of Funds. In addition to any mandatory disclosure obligations under this Agreement, Subrecipient will immediately notify Partner4Work of any known or suspected fraud, waste, abuse, or misapplication of funds relating to this Agreement or funds provided under it. Subrecipient will promptly notify Partner4Work of any other unlawful or improper activity relating to this Agreement or such funds. Subrecipient will cooperate in any resulting review, investigation, corrective action, or recovery effort.

E. EQUAL OPPORTUNITY & OTHER PROTECTIONS

Nondiscrimination and Equal Opportunity. Subrecipient will comply with applicable federal, state, and local civil rights and nondiscrimination laws in its employment practices and in providing benefits or services under this Agreement, and will not discriminate or intimidate employees, participants, contractors, or suppliers on protected bases under applicable law. Subrecipient will maintain a written nondiscrimination and sexual harassment policy, inform employees of the policy, and post notice of the policy as required. If this Agreement is funded in whole or in part by WIOA, Subrecipient will comply with WIOA Section 188 and its implementing nondiscrimination and equal opportunity requirements (including 29 CFR § 38.25(a)(1)(i)) applicable to recipients and subrecipients. Upon request, Subrecipient will provide Partner4Work with information or documentation reasonably necessary to verify compliance with this paragraph, including any employment policies, notices, or reports required by applicable law.

Human Trafficking. Subrecipient will comply with the Trafficking Victims Protection Act and other applicable anti-trafficking laws in connection with the performance of this Agreement. A violation of this paragraph will constitute a material breach of this Agreement. Subrecipient will immediately notify Partner4Work in writing of any information it receives from any source alleging a violation of this paragraph and will cooperate in any resulting review, investigation, corrective action, or recovery effort.

F. SPECIAL CONDITIONS

The following apply only to the extent that the underlying activity is part of the Scope of Work and/or the applicable requirements governing the funding source(s) supporting this Agreement require or make the condition applicable:

Participant Wages. If on-the-job training and/or participant wages are part of the Scope of Work, Subrecipient will pay wages consistent with applicable law and applicable minimum wage requirements, and will meet any applicable wage comparability, benefits, and working condition requirements.

Labor Standards (Construction/Repair). To the extent construction, repair, or other covered activities are allowable under the applicable funding requirements and are included in the Scope of Work, Subrecipient will comply with all applicable labor standards and wage requirements (including any Davis-Bacon/Copeland/CWHSSA-type requirements) and will maintain and provide documentation of compliance upon request.

Flood Hazard Areas (Construction). If construction or acquisition of insurable real property or improvements is part of the Scope of Work, and the property is located in a flood hazard area, and the total cost of insurable construction and acquisition is at least \$10,000, Subrecipient will obtain and maintain any required flood insurance and will provide evidence of such coverage to Partner4Work upon request.

Minors, Youth Activities, and Child Labor. If the Scope of Work includes or may involve services to minors, direct interaction with minors, placement of minors at worksites, or any other activity for which applicable law, regulation, or funding requirements impose child labor, clearance/background checks, supervision, or facility requirements, Subrecipient will comply with all such requirements. Subrecipient will also comply with any applicable smoke-free facility requirements relating to services or activities involving minors.

Clearances. Without limiting the foregoing, when the Scope of Work involves minors or otherwise requires legally mandated clearances or background checks, Subrecipient will obtain and maintain all clearances and background checks required by applicable law for its relevant employees, volunteers, subcontractor personnel, and worksite staff who will have direct interaction with minors or otherwise perform covered duties. This includes, as applicable, clearances required under the Child Protective Services Law and related requirements. Subrecipient will ensure that no person lacking required clearances, or otherwise disqualified under applicable law, performs covered duties under this Agreement. Upon request, Subrecipient will provide Partner4Work documentation or certification of compliance, and Subrecipient will promptly notify Partner4Work of any material issue affecting required clearances or an individual's suitability to perform covered duties under this Agreement.

6. REPORTING & NOTICE REQUIREMENTS

Subrecipient will submit all programmatic, performance, fiscal, and other reports required by Exhibit D in the form and on the schedule specified there.

Required Submissions and Notices. Subrecipient will provide all information and documentation required at execution of this Agreement, including any items required by the Agreement Data Sheet, and will promptly notify Partner4Work in writing of any material change to that information. Subrecipient will also provide any notice or disclosure required elsewhere in this Agreement or under applicable funding requirements. Unless a different time is stated in the applicable provision, such notice must be given within ten (10) calendar days after Subrecipient becomes aware of the event. Each notice must briefly describe the matter giving rise to the notice, include relevant dates, and be given in accordance with the Notices provision of this Agreement.

Subaward Transparency. To the extent required by applicable federal transparency requirements, Subrecipient will provide, and update as needed, information required for subaward reporting, including the primary location of performance for the Scope of Work.

Executive Compensation Reporting. To the extent required under 2 CFR Part 170 and the Federal Funding Accountability and Transparency Act, Subrecipient will provide the names and total compensation of its five most highly compensated officers. Upon request, Subrecipient will provide information reasonably necessary for Partner4Work to determine whether this requirement applies.

7. MONITORING

Partner4Work will monitor and evaluate Subrecipient's performance and compliance with this Agreement and applicable funding requirements. Monitoring may include desk reviews, on-site reviews, file reviews, and requests for information, and may address both program performance and fiscal and operational compliance.

Subrecipient Cooperation. Subrecipient will cooperate with Partner4Work's monitoring and evaluation activities and with any review or audit by Partner4Work or authorized federal, state, or other oversight entities relating to this Agreement. Subrecipient will provide reasonable access to personnel, sites, and program and financial information needed for monitoring, review, or audit, and will use reasonable efforts to ensure cooperation by its employees, agents, and governing body as applicable.

Corrective Action. If Partner4Work identifies deficiencies or noncompliance, Partner4Work may require Subrecipient to take corrective action within the timeframe specified by Partner4Work. Where appropriate, Partner4Work may provide Subrecipient an opportunity to cure deficiencies before imposing remedies.

High-Risk Status. If Subrecipient has repeated or material noncompliance, performance concerns, or other indicators of elevated risk (including late, incomplete, or insufficient invoices, supporting documentation, required reports, participant documentation, data entry, monitoring responses, or performance results), Partner4Work may designate Subrecipient as high-risk and may impose additional conditions, including increased monitoring, additional reporting, technical assistance, prior approval requirements, or other reasonable requirements.

Spending Trend Monitoring. Partner4Work may review spending trends and, if funds are not being expended in accordance with the approved Budget, applicable funding requirements, or a reasonable expenditure plan for the Term, Partner4Work may de-obligate or reprogram unspent funds as permitted by applicable funding requirements and this Agreement. Partner4Work will provide written notice of its determination and any action taken or required as a result.

8. RECORDS

Retention Period. Subrecipient will retain all records related to this Agreement and the Scope of Work, including financial records, supporting documentation, program records, and participant and personnel records, as applicable, for the retention period required by applicable law, award terms, and this Agreement, which will be no less than three (3) years from the date of submission of the final financial report or closeout report for the award or awards funding this Agreement. If this Agreement is funded by more than one award, the latest applicable financial reporting or closeout date will control. Because the applicable reporting or closeout date may occur after this Agreement expires or is terminated and may not be known to Subrecipient at that time, Subrecipient understands that the required retention period may continue for several years after the end of this

Agreement. If any litigation, claim, investigation, monitoring matter, or audit begins before the retention period expires, Subrecipient will retain the affected records until the matter is fully resolved and final action is taken.

Property and Equipment Records. To the extent property or equipment is allowable and acquired or improved with award funds, records for such property and equipment must be retained for at least three (3) years after final disposition, unless a longer period is required.

Access to Records. Subrecipient will provide Partner4Work and authorized federal, state, and other oversight entities access to records pertinent to this Agreement for audits, monitoring, evaluations, reviews, investigations, or other official purposes.

Public Records (Right-to-Know Law). Subrecipient understands that this Agreement and records related to or arising out of it may be subject to the Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101–3104. If Partner4Work and/or the granting agency reasonably requests records or assistance from Subrecipient in connection with a Right-to-Know request relating to this Agreement, Subrecipient will, within ten (10) calendar days after written notice, provide access to and copies of requested records in its possession and any other reasonable assistance needed to respond. If Subrecipient believes any requested material is exempt from disclosure, including because it contains trade secrets or confidential proprietary information, Subrecipient will, within seven (7) calendar days after written notice, provide a written explanation of the basis for the claimed exemption. If Partner4Work and/or the granting agency determines that the requested material is not exempt, Subrecipient will provide the material within five (5) business days after written notice of that determination. If Subrecipient fails to provide requested records or assistance as required by this paragraph, Subrecipient will be responsible for resulting costs, damages, penalties, or liabilities incurred by Partner4Work to the extent caused by Subrecipient's failure.

This paragraph is intended to reflect the substance of the Commonwealth's Right-to-Know Law grant provisions (Form 8-K-1580), as applicable to this Agreement. To the extent any specific Right-to-Know Law requirement applicable to this Agreement is imposed by law, applicable award terms, or the Commonwealth's grant provisions and is inconsistent with this paragraph, that requirement will control.

9. CLOSEOUT

Upon expiration or termination of this Agreement, Subrecipient will cooperate with Partner4Work in completing an orderly closeout and, if requested by Partner4Work, an orderly transition of the Scope of Work to Partner4Work, a successor, or another designee. Subrecipient will take reasonable steps requested by Partner4Work to avoid disruption to participants, employers, partners, services, records, reporting, or other operations, as applicable.

Final payment request(s) under this Agreement must be received by Partner4Work no later than thirty (30) days after the earlier of expiration or termination, unless Partner4Work authorizes a later deadline in writing. No final payment request will be accepted after that deadline without such written authorization.

Except for claims previously submitted to Partner4Work in writing before acceptance of final payment, acceptance of final payment constitutes Subrecipient's acknowledgment that Partner4Work has satisfied its payment obligations under this Agreement for amounts properly due through closeout.

Subrecipient's obligations under this Agreement continue until all closeout and transition requirements are completed to Partner4Work's satisfaction. These requirements include, without limitation, submission or delivery of all final invoices, reports, records, deliverables, work product, data, documents, and other written or

electronic materials created or maintained in connection with the Scope of Work, as reasonably requested by Partner4Work.

10. INFORMATION SECURITY & CONFIDENTIALITY

Confidential Information. “Confidential Information” means any nonpublic information, data, material, or record that is disclosed or made available to Subrecipient by Partner4Work, or that Subrecipient receives, accesses, creates, develops, maintains, or otherwise obtains in connection with this Agreement or the Scope of Work, that is confidential, proprietary, sensitive, or otherwise protected from public disclosure by law, funding requirements, or the terms of this Agreement, whether in written, electronic, oral, visual, or any other form.

Confidential Information does not include information that Subrecipient can document: (a) is or becomes publicly available through no fault of Subrecipient; (b) was lawfully in Subrecipient’s possession without restriction before receipt from Partner4Work; or (c) is lawfully received from a third party without restriction and without breach of any obligation.

Personally Identifiable Information (PII). “Personally identifiable information” or “PII” means information that can be used to distinguish or trace an individual’s identity, either alone or when combined with other personal or identifying information, and includes any information treated as personally identifiable information under applicable law or funding requirements.

Use and Disclosure. Subrecipient will use Confidential Information and PII only as necessary to perform the Scope of Work and will not disclose Confidential Information or PII except to its employees and agents with a need to know for performance of the Scope of Work and who are bound to protect it. Subrecipient may disclose Confidential Information or PII to the extent required by law or court order, provided Subrecipient, to the extent permitted by law, gives Partner4Work prompt notice and cooperates with any reasonable efforts to limit disclosure.

Compliance with Privacy Requirements. Subrecipient will comply with applicable privacy and confidentiality requirements governing data and records under this Agreement, including requirements applicable to wage and education records (including FERPA) and any program-specific confidentiality requirements, to the extent applicable.

Safeguards and Training. Subrecipient will implement and maintain appropriate administrative, technical, and physical safeguards to protect Confidential Information, PII, and any systems or data used in connection with this Agreement. Subrecipient will ensure that relevant personnel are trained on applicable handling, privacy, confidentiality, and information security requirements.

TEGL 39-11 Compliance (PII). To the extent Subrecipient creates, receives, maintains, or transmits PII in connection with this Agreement, Subrecipient will comply with Partner4Work policies related to PII and with U.S. Department of Labor requirements for safeguarding PII, including TEGL 39-11 and any successor guidance. Subrecipient will ensure that any employees, agents, subcontractors, or approved lower-tier entities with access to PII comply with the same standards and requirements applicable under this Agreement.

Information Security Incident Notice. Subrecipient will immediately notify Partner4Work of any suspected or confirmed incident involving unauthorized access to, acquisition of, use of, disclosure of, alteration of, loss of, or inability to access Confidential Information, PII, or systems or data used in connection with this Agreement, and will cooperate with Partner4Work in investigation, mitigation, recovery, and any required notifications.

Access, Monitoring, and Public Records. Nothing in this Section limits Partner4Work's rights, or the rights of federal or state oversight entities, to access records for monitoring, audit, or other official purposes under this Agreement, or limits Subrecipient's obligations under this Agreement.

Return/Disposition. Upon Partner4Work's request, or upon expiration or termination of this Agreement, Subrecipient will return or, if directed by Partner4Work, securely destroy Confidential Information and PII in its possession or control, except to the extent retention is required by law, funding requirements, or the record retention provisions of this Agreement.

11. INDEMNITY

Subrecipient will indemnify, defend, and hold harmless Partner4Work and its officers, employees, and agents from and against any and all claims, demands, losses, damages, liabilities, judgments, liens, costs, and expenses (including reasonable attorneys' fees and court costs) arising out of or relating to: (a) Subrecipient's performance of the Scope of Work; (b) any act, error, or omission of Subrecipient or its employees, agents, or subcontractors; or (c) Subrecipient's breach of this Agreement.

12. INSURANCE

Unless Partner4Work waives, reduces, or modifies a requirement in writing, Subrecipient will obtain and maintain, at its own expense, the insurance required by this Section throughout the Term. All insurance required by this Agreement must be issued by insurers authorized to do business in Pennsylvania, unless Partner4Work approves otherwise in writing. Subrecipient will provide certificates of insurance upon execution, upon renewal, and upon Partner4Work's request.

Required Coverage. Subrecipient will maintain the following throughout the Term:

Commercial General Liability. Commercial general liability insurance covering operations and the Scope of Work under this Agreement with limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate, or such other limits as Partner4Work approves in writing.

Workers' Compensation. Workers' compensation insurance as required by Pennsylvania law, together with employers' liability coverage customarily included in or accompanying such insurance.

Additional Coverage, as applicable and designated by Partner4Work.

The following coverages are required only when applicable to the Scope of Work, the manner of performance, the risk profile of the Agreement, or applicable funding requirements, as determined solely by Partner4Work and indicated on the Agreement Data Sheet.

Automobile Liability. If any owned, hired, or non-owned vehicles will be used in performance of the Scope of Work, Subrecipient will maintain automobile liability insurance with limits of not less than \$1,000,000 combined single limit per accident.

Employee Dishonesty/Theft (fidelity). If Subrecipient will hold, draw down, deposit, disburse, or otherwise have custody or control of grant funds, advance payments, program income, participant payments, incentives, or similar cash-equivalent assets under this Agreement, Subrecipient will maintain employee dishonesty/theft coverage in an amount not less than \$100,000 and, if the amount of such funds or assets in Subrecipient's custody or control at any time may exceed \$100,000, in an amount sufficient to cover the maximum amount reasonably expected to be in its custody or control at any one time under this Agreement.

Privacy/Cyber Liability. If Subrecipient will create, receive, maintain, or transmit sensitive or personally identifiable information, or have access to Partner4Work systems or data, in connection with this Agreement, Subrecipient will maintain privacy/cyber liability coverage with limits of not less than \$1,000,000 per claim/occurrence, as available on commercially reasonable terms. Subrecipient will maintain this coverage throughout the Term and, if Subrecipient retains such information after expiration or termination, through the applicable record retention period.

Professional Liability (errors and omissions). If the Scope of Work includes professional services (including counseling, case management, assessment, training, or similar services), Subrecipient will maintain professional liability (errors and omissions) coverage with limits of not less than \$1,000,000 per claim/occurrence.

Additional Insured. Partner4Work (and its designees, upon request) will be named as an additional insured on the commercial general liability policy, and on automobile liability when applicable, where customary and permitted.

Notice. Subrecipient will provide reasonable advance notice to Partner4Work of cancellation or material reduction in required coverage (or additional coverage, when applicable) when such notice is available from the insurer.

Waiver, Modification, and Failure to Maintain Coverage. Any waiver, reduction, or modification of insurance required under this Agreement must be approved by Partner4Work in writing and is effective only to the extent expressly stated in that writing. Except to the extent of such written waiver, reduction, or modification, Subrecipient's failure to maintain required insurance, including additional coverage when applicable, is a material breach of this Agreement. No waiver, reduction, or modification of insurance limits Subrecipient's liability or alters any other obligation under this Agreement unless expressly stated in writing by Partner4Work. Subrecipient remains responsible for any losses, claims, costs, or liabilities arising from a failure to maintain required or additional insurance and remains subject to all remedies available under this Agreement.

13. INTELLECTUAL PROPERTY & WORK PRODUCT

Background Materials. Each party retains all right, title, and interest in its pre-existing intellectual property, materials, tools, methods, and know-how ("Background Materials"). Nothing in this Agreement transfers ownership of a party's Background Materials to the other party.

Work Product. "Work Product" means the reports, data compilations, analyses, manuals, training materials, and other deliverables specifically required by Exhibit A and created by Subrecipient under this Agreement, excluding Background Materials.

License to Partner4Work. Subrecipient grants Partner4Work a perpetual, nonexclusive, royalty-free license to use, reproduce, adapt, modify, publish, and distribute the Work Product for Partner4Work's program, administrative, oversight, audit, and reporting purposes, including sharing with funders and authorized oversight entities as required. To the extent any Subrecipient Background Materials are incorporated into the Work Product, Subrecipient grants Partner4Work the same license to use those incorporated Background Materials solely as necessary to use the Work Product for those purposes.

Third-Party Rights. Subrecipient represents that it has the rights necessary to grant the license in this Section and that, to Subrecipient's knowledge, the Work Product does not infringe the intellectual property rights of any third party.

14. SUBCONTRACTING

Subrecipient will not subcontract any material portion of the Scope of Work without Partner4Work's prior written approval, which will not be unreasonably withheld. Subrecipient remains responsible for performance of the Scope of Work and will ensure any approved subcontractor or lower-tier entity complies with all applicable requirements necessary for Subrecipient to meet its obligations under this Agreement, including any applicable funding-source requirements, special conditions, and required flow-down terms.

15. AMENDMENTS

Except as expressly permitted below or elsewhere in this Agreement, any amendment or modification to this Agreement must be in a written instrument that specifically references this Agreement and is signed by authorized representatives of both parties.

Partner4Work may issue written changes that are necessary to conform this Agreement to applicable funding requirements, laws, regulations, or official guidance, or to reflect changes in available funding amounts. Any such change that materially affects this Agreement will be effective only by written amendment signed by both parties.

For the avoidance of doubt, nothing in this Section limits Partner4Work's right to take any action expressly authorized elsewhere in this Agreement without a bilateral amendment, including de-obligation or reprogramming of funds, imposition of additional conditions, suspension or reduction of the Scope of Work, withholding or recovery of amounts, or termination in accordance with this Agreement.

16. REMEDIES, SUSPENSION, & TERMINATION

Remedies and Additional Conditions. If Subrecipient fails to comply with this Agreement or applicable funding requirements, Partner4Work may require corrective action and may impose additional conditions as appropriate. If the noncompliance is not timely remedied, Partner4Work may temporarily withhold payments pending correction, disallow all or part of the costs or activities not in compliance, suspend or terminate all or part of this Agreement, recommend suspension or debarment proceedings where applicable, withhold further awards related to the project or program where applicable, recover amounts owed, and pursue any other remedies available at law or in equity.

Termination for Cause. Partner4Work may terminate this Agreement, in whole or in part, for cause, including for material nonperformance or noncompliance, upon written notice specifying the effective date and, if partial, the portion to be terminated. Where the nature of the noncompliance or applicable funding requirements require immediate action, Partner4Work may make such termination effective immediately.

Termination for Convenience. Partner4Work may terminate this Agreement, in whole or in part, for convenience upon fifteen (15) days' written notice to Subrecipient.

Termination for Funding Changes. Partner4Work may terminate this Agreement, in whole or in part, upon written notice if funding for this Agreement is reduced, suspended, or terminated such that Partner4Work determines performance cannot continue.

Termination by Mutual Agreement. The parties may terminate this Agreement, in whole or in part, by written mutual agreement specifying the effective date and, if partial, the portion to be terminated.

Termination by Subrecipient. Subrecipient may terminate this Agreement, in whole or in part, by written notice stating the reasons and the proposed effective date, subject to the Closeout Section of this Agreement and Partner4Work's reasonable transition and closeout direction. Partner4Work may modify the proposed effective date or convert a requested partial termination to a full termination if Partner4Work determines that the remaining Scope of Work would not accomplish the purposes of the award or Scope of Work.

Suspension or Reduction of Scope. Partner4Work may, upon written notice, suspend, postpone, or reduce all or part of the Scope of Work if reasonably necessary due to funding changes, programmatic needs, compliance concerns, operational necessity, agency direction, or other circumstances affecting administration of the award or the continued feasibility or appropriateness of the Scope of Work. Partner4Work will have no obligation to pay or reimburse any additional costs incurred as a result of such action unless Partner4Work approves those costs in writing in advance.

Effect of Termination or Suspension. Partner4Work will be liable only for payment, in accordance with Exhibit B and this Agreement, for allowable work properly performed and accepted through the effective date of termination, suspension, postponement, or reduction. Partner4Work may withhold payments and/or set off amounts otherwise payable to recover disallowed costs, overpayments, or other amounts due. If termination is for cause, Partner4Work may complete, or cause completion of, the remaining Scope of Work through others, and Subrecipient will be liable for any additional costs reasonably incurred by Partner4Work to do so.

Upon any termination of this Agreement, Subrecipient remains subject to the Closeout Section.

17. GENERAL TERMS

Entire Agreement. This Agreement, including all Exhibits, addenda, or attachments, constitutes the entire agreement between the parties regarding its subject matter and supersedes all prior or contemporaneous understandings or agreements, whether written or oral. Nothing in this Section limits or waives any requirement that applies by law or under applicable funding terms and conditions, including flowed-down prime award requirements identified in the Agreement Data Sheet.

Exhibits Incorporated. The following Exhibits are incorporated into and made part of this Agreement:

Exhibit A: Scope of Work

Exhibit B: Payment

Exhibit C: Budget

Exhibit D: Reporting

Any funding-specific addenda or attachments identified in the Agreement Data Sheet

Order of Precedence. If there is a conflict among this Agreement, the Agreement Data Sheet, any Exhibit, any funding-specific addendum, any special condition, or any applicable law, regulation, award term, or funding-source requirement, the stricter applicable requirement controls to the extent necessary to preserve allowability, eligibility, funding-source compliance, and Partner4Work's pass-through obligations. In all other cases, the order of precedence is: applicable law, regulation, award terms, and funding-source requirements; the body of this Agreement; funding-specific addenda and special conditions; Exhibits A through D; and the Agreement Data Sheet.

Survival. Any provision of this Agreement that by its nature should continue after expiration or termination will survive, including but not limited to obligations relating to payment adjustments, repayment, disallowed costs, program income, property, equipment, advances, receivables, records retention, access to records, public records requests, audit, monitoring, closeout, return or disposition of materials, confidentiality, information

security, PII, indemnity, remedies, and any other obligation that expressly or by implication is intended to continue. Confidentiality, information security, and PII obligations survive for as long as the information remains confidential or protected, and for any longer period required by law, funding requirements, or this Agreement.

Relationship of the Parties. Subrecipient is an independent entity and not an employee, agent, partner, or joint venturer of Partner4Work. Subrecipient has no authority to bind Partner4Work unless expressly authorized in writing. Subrecipient is solely responsible for its employees and agents, including wages, taxes, and required insurance. Nothing in this Agreement confers any rights or remedies on any person or entity other than the parties.

Assignment. Subrecipient may not assign this Agreement, delegate its obligations, or assign any right to payment under this Agreement without Partner4Work's prior written consent, which may be withheld in its discretion. Any permitted assignment must be in writing. This Agreement is binding upon and inures to the benefit of the parties and their respective permitted successors and assigns.

Notices. All notices under this Agreement must be in writing and sent by personal delivery, nationally recognized overnight courier, certified mail (return receipt requested), or email, to the contacts listed in the Agreement Data Sheet or to any updated contact a party designates by notice. Notices are effective: (a) when personally delivered; (b) on the next business day after delivery to an overnight courier; (c) on the date shown on the return receipt; or (d) for email, when sent without an automated undeliverable or bounce-back message.

Governing Law. This Agreement is governed by the laws of the Commonwealth of Pennsylvania, without regard to conflict of law rules. Any action or proceeding arising out of or relating to this Agreement shall be brought in the Court of Common Pleas of Allegheny County, Pennsylvania, and each party consents to that venue and court.

Waiver. No waiver of any provision of this Agreement is effective unless in writing and signed by the party waiving the provision. A waiver of any breach is not a waiver of any other breach or of future performance.

Severability. If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions will remain in full force and effect.

Headings. Headings are for convenience only and do not affect interpretation of this Agreement.

Counterparts and Electronic Signatures. This Agreement may be executed in counterparts, each of which is deemed an original, and signatures transmitted electronically (including PDF) will be treated as original signatures.

EXHIBIT A - SCOPE OF WORK

This Exhibit is incorporated into and made part of Agreement Prefix 1Prefix 2auto_sequence by and between Partner4Work and Counterparty organization.

This Exhibit defines the Scope of Work under this Agreement, including the services, activities, responsibilities, deliverables, and other work Subrecipient is authorized and required to perform. It is intended to serve as the primary description of what Partner4Work is funding or otherwise obtaining through this Agreement and shall control with respect to the operational scope of the work, subject to the other terms of this Agreement.

Subrecipient shall perform the Scope of Work in accordance with this Exhibit, the terms and conditions of this Agreement, applicable funding requirements, and any written instructions issued by Partner4Work that are consistent with this Agreement.

[add full Scope of Work here]

EXHIBIT B - PAYMENT

This Exhibit is incorporated into and made part of Agreement Prefix 1Prefix 2auto_sequence by and between Partner4Work and Counterparty organization.

STANDARD PAYMENT TERMS

Subject to receipt of funds from the applicable funding source or sources, and Subrecipient's submission of a properly completed and supported invoice in accordance with this Agreement, Partner4Work shall pay Subrecipient in accordance with this Agreement and the Budget set forth in Exhibit C. Total payments shall not exceed the Contract Sum, as defined by this Agreement and reflected in Exhibit C.

Subrecipient shall submit invoices to accountspayable@partner4work.org, or to another address or submission point designated by Partner4Work in writing.

Subrecipient shall use the invoice template provided by Partner4Work, and any associated reporting template, unless Partner4Work approves a different format or submission process in writing.

Each invoice must reference this Agreement, identify the billing period, describe the basis for payment requested under the applicable payment method, itemize the amount requested, include the supporting documentation required by this Agreement (see Financial Accountability, Source Documentation) and Partner4Work's instructions, and be certified by an authorized signer as true, correct, and complete.

Partner4Work will review invoices and supporting documentation for completeness, allowability, and compliance with this Agreement, Exhibit C, applicable funding requirements, and the approved payment method. Partner4Work may return an invoice for correction, request additional documentation, disallow unsupported or unallowable amounts, and withhold or delay payment if Subrecipient is delinquent in required reporting or otherwise not in compliance with this Agreement.

Payment of an invoice by Partner4Work does not constitute acceptance of any cost, unit, deliverable, performance result, or other charge later determined, through review, monitoring, audit, investigation, or other authorized process, to be unsupported, unallowable, unreasonable, inaccurate, incomplete, or otherwise noncompliant with this Agreement or applicable funding requirements. Any such amount shall remain the responsibility of Subrecipient and shall be repaid to Partner4Work if previously paid.

Subrecipient may not request payment for costs incurred, work performed, or units delivered before the Effective Date or after the earlier of the expiration or termination of this Agreement, unless expressly authorized in writing by Partner4Work.

Final invoice(s) and all required closeout documents must be submitted to Partner4Work no later than thirty (30) days after the earlier of the expiration or termination of this Agreement, unless Partner4Work approves a different deadline in writing.

COST REIMBURSEMENT

Unless otherwise stated in this Exhibit, payment shall be made on a reimbursement basis for allowable costs actually incurred by Subrecipient during the Agreement term and allocable to the Scope of Work.

Invoices must be submitted to Partner4Work no later than the eighth (8th) calendar day of each month for the preceding billing period, unless this Exhibit expressly states a different schedule. If Subrecipient has no

reimbursable expenditures for a billing period, Subrecipient shall submit a zero-dollar invoice if required by Partner4Work or the applicable program. Late invoices may be denied or paid only at Partner4Work's sole discretion.

Invoice amounts must be based on actual costs recorded in Subrecipient's accounting records. Supporting documentation must be sufficient to permit reconciliation of the invoice to Subrecipient's general ledger or equivalent accounting records and to substantiate the allowability of the costs charged. Depending on the nature of the costs, supporting documentation may include:

- payroll registers, timesheets or other personnel cost support
- vendor invoices, receipts, proof of payment
- indirect cost calculations
- any other documentation reasonably requested by Partner4Work

See Financial Accountability, Source Documentation for further information on supporting documentation.

Partner4Work shall reimburse only those costs that are allowable, properly supported, consistent with the Scope of Work, within the approved Budget in Exhibit C, and otherwise compliant with this Agreement.

[add any optional terms and/or alternate payment method and here]

EXHIBIT C - BUDGET

This Exhibit is incorporated into and made part of Agreement Prefix 1Prefix 2auto_sequence by and between Partner4Work and Counterparty organization.

STANDARD BUDGET TERMS

The Budget included in or attached to this Exhibit and any approved supporting detail or narrative submitted in connection with it constitute the approved budget for this Agreement. Subrecipient shall use the standard budget template provided by Partner4Work, unless Partner4Work approves a different format in writing.

In no event shall the total amount paid or payable to Subrecipient under this Agreement exceed the lesser of: (a) the Contract Sum defined by this Agreement; or (b) the amount properly earned, incurred, documented, and allowable under this Agreement and applicable funding requirements.

The Budget in this Exhibit is a planning and control document only. Inclusion of a cost in the Budget does not, by itself, make that cost allowable, reimbursable, or otherwise payable. All costs charged under this Agreement must be consistent with the Scope of Work, the terms of this Agreement, the approved Budget, and applicable federal, state, local, and funding-source requirements.

Subrecipient shall allocate and track amounts under this Agreement to the appropriate budget categories and funding source(s) identified in the Budget, as applicable, and shall maintain records sufficient to support all budgeted amounts, actual expenditures, and any amounts requested or earned under the applicable payment method. Partner4Work may require Subrecipient to provide a more detailed budget breakdown, budget narrative, cost-allocation support, or other supplementary budget information in the form and content prescribed by Partner4Work, as applicable, and Subrecipient shall provide such information in a timely manner. Any indirect costs charged under this Agreement must be expressly identified in the Budget and must be consistent with the indirect cost rate, cost allocation plan, de minimis methodology, or other indirect cost methodology approved or permitted under this Agreement and applicable funding requirements. Upon request, Subrecipient shall provide documentation sufficient to support the indirect cost methodology used and the amount charged.

Subrecipient shall promptly notify Partner4Work in writing of any actual or anticipated material variance from the approved Budget, as applicable. Unless this Exhibit or applicable funding requirements state otherwise, if actual or anticipated expenditures exceed ten percent (10%) of any budget line item, or if a proposed change would reallocate costs between budget categories or funding sources in a manner requiring approval, Subrecipient shall submit a budget modification request to Partner4Work for prior written approval in the manner directed by Partner4Work. No budget modification is effective unless approved in writing by Partner4Work.

LATE-YEAR BUDGET MODIFICATION CUTOFF

Budget modification requests will not be accepted after April 1 of the applicable Program Year, unless Partner4Work determines in writing that exceptional circumstances justify review.

MINIMUM SPEND-DOWN EXPECTATION

Subrecipient shall manage performance and expenditures so that actual expenditures are projected to reach at least 90% of the amount budgeted for each applicable funding source, unless otherwise approved in writing by Partner4Work.

PROPERTY, EQUIPMENT, TECHNOLOGY, & OTHER PRE-APPROVAL PURCHASES

Subrecipient shall comply with all applicable property, equipment, technology, computing-device, procurement, inventory, and prior-approval requirements in the Pennsylvania Department of Labor & Industry Financial Management Guide, as amended or replaced, and any related instructions issued by Partner4Work or the Commonwealth.

If Subrecipient anticipates making any purchase or entering into any transaction subject to request, review, inventory, or prior-approval requirements under the Financial Management Guide, Subrecipient shall submit to Partner4Work, no later than January 31 of the applicable Program Year, unless granted an exception by Partner4Work in writing, a properly completed written request with the required supporting documentation. Covered items or transactions include but may not be limited to property, equipment, technology, computing devices, aggregate purchases, lease-purchases, real property, or other covered items or transactions.

Subrecipient shall not purchase, lease, obligate funds for, or otherwise acquire any such item unless and until Partner4Work has issued written approval and, where required, Commonwealth approval has been obtained. Partner4Work may deny, defer, or decline to submit any incomplete, untimely, unsupported, or noncompliant request.

[add budget template/table and any optional terms here]

EXHIBIT D - REPORTING

This Exhibit is incorporated into and made part of Agreement Prefix 1Prefix 2auto_sequence by and between Partner4Work and Counterparty organization.

STANDARD REPORTING TERMS

Subrecipient shall collect, maintain, and submit complete, accurate, and timely reports, records, data, and supporting documentation as required by this Agreement, applicable funding requirements, and instructions issued by Partner4Work.

Subrecipient shall use the forms, templates, systems, and submission methods designated by Partner4Work for all required reporting, unless Partner4Work approves a different format or submission method in writing. If Partner4Work requires reporting through a designated electronic system, database, or platform, Subrecipient shall timely enter, upload, update, and maintain the required information in that system in the manner prescribed by Partner4Work.

If required data or information cannot be fully captured in the designated reporting system, Partner4Work may require Subrecipient to complete and submit an additional tracking form, narrative report, certification, log, roster, worksheet, or other supplemental report in the form prescribed by Partner4Work.

All reports must be supported by source documentation and records sufficient to substantiate the information reported. Subrecipient shall maintain such supporting documentation in an organized manner and make it available to Partner4Work upon request for review, monitoring, audit, evaluation, investigation, or closeout.

If any report includes Confidential Information, Personally Identifiable Information ("PII"), or any otherwise sensitive information, Subrecipient shall submit the report only through a secure method designated or approved by Partner4Work and shall comply with the Partner4Work PII Policy and all other applicable confidentiality, privacy, and data-security requirements governing the storage, handling, transmission, and disclosure of such information.

If Subrecipient discovers that previously submitted information was inaccurate, incomplete, or untimely, Subrecipient shall promptly notify Partner4Work and submit corrected or supplemental information in the form and within the time period required by Partner4Work.

Failure to submit required reports timely, accurately, completely, or in the required format may constitute noncompliance under this Agreement and may result in corrective action, delayed payment, disallowance, additional monitoring, or other remedies available under this Agreement.

FISCAL REPORTING

Subrecipient shall submit budget vs. actual financial reports to Partner4Work in accordance with the schedule below, using the format required by Partner4Work.

Fiscal Reporting Dates			
	Dates Covered by Report	Report Due	Reporting Due Date
1st QTR	July	Monthly	August 8th
	August	Bi-Monthly	October 8th
	September	Bi-Monthly	
2nd QTR	October	Quarterly	January 8th
	November	Quarterly	
	December	Quarterly	
3rd QTR	January	Quarterly	April 8th
	February	Quarterly	
	March	Quarterly	
4th QTR	April	Monthly	May 8th
	May	Monthly	June 8th
	June	Monthly	July 8th

[add any optional terms here]

SIGNATURES & EXECUTION

IN WITNESS WHEREOF, the Parties have executed Agreement Prefix 1Prefix 2auto_sequence through their duly authorized representatives. This Agreement is effective as of the Agreement Effective Date listed in the Agreement Data Sheet. Each signatory represents and warrants that the signatory is duly authorized to execute this Agreement on behalf of the party represented and that such execution is binding upon that party. This Agreement may be executed in counterparts and by electronic signature, each of which is deemed an original and all of which together constitute one instrument.

Partner4Work

Signature:

Name: Kristin Kramer

Title: Chief Financial Officer

Date:

Subrecipient: Counterparty organization

Signature:

Name:

Title:

Date: