

Subpart B. COMMUNITY EMPOWERMENT

Chap.		Sec.
131.	MANPOWER EMPLOYMENT ASSISTANCE AND TRAINING PROGRAM	131.1
133.	COMMUNITY ACTION AGENCIES PROGRAM	133.1
135.	NEIGHBORHOOD ASSISTANCE PROGRAM	135.1

CHAPTER 131. MANPOWER EMPLOYMENT ASSISTANCE AND TRAINING PROGRAM

GENERAL PROVISIONS

- Sec.
- 131.1. Purpose of the act.
- 131.2. Purpose of the program.
- 131.3. Aims.

APPLICATION

- 131.11. Responsibility—grantor.
- 131.12. Eligibility.
- 131.13. Proposal requirements.
- 131.14. Submission of proposals.

COST CATEGORIES

- 131.21. Personnel: salaries, wages, overtime, hospitalization and insurance, other fringe benefits and payroll taxes.
- 131.22. Consultants and contract services: accounting, legal and stipends.
- 131.23. Travel: per diem, transportation, maintenance of vehicles rentals or owned.
- 131.24. Space costs and rentals: rent, renovation and utilities.
- 131.25. Consumable supplies.
- 131.26. Rental or lease of equipment: rental or lease of office machines, furniture and fixtures, outdoor equipment, special equipment.
- 131.27. Other costs: repair, insurance, telephone, publications and painting and other direct costs.

TRAINEE REQUIREMENTS

- 131.31. Eligibility.

AGENCY OBLIGATIONS

131.41. Agency responsibilities.

GRANTEE OBLIGATIONS

131.51. Grantee responsibilities.

DELEGATION OF RESPONSIBILITIES

131.61. Grantee-delegate responsibilities to grantor.

GRANTS

131.71. Grant payments.

131.72. Grant changes.

FINANCIAL REQUIREMENTS

131.81. Bonding.

131.82. Auditing and evaluation.

131.83. Miscellaneous grantee fiscal responsibilities.

131.84. Invoices.

131.85. Contract termination.

CAPITAL EXPENDITURE

131.91. General information.

Authority

The provisions of this Chapter 131 issued under the Manpower Employment Assistance and Training Act (43 P. S. §§ 690.1—690.7), unless otherwise noted.

Source

The provisions of this Chapter 131 adopted January 19, 1973, 3 Pa.B. 110; renumbered from 16 Pa. Code Chapter 11, May 16, 1997, effective May 17, 1997, 27 Pa.B. 2415. Immediately preceding text appears at serial pages (17251), (10350) to (10356), (176683) to (176684) and (10359) to (10365).

GENERAL PROVISIONS**§ 131.1. Purpose of the act.**

The purpose of the act is to enable the Community Empowerment Office and Department to perform the following:

- (1) Authorize the establishment or support of programs to utilize all available manpower services.
- (2) Provide the necessary services, programs, incentives, and opportunities to create full employment in the regular economy.
- (3) Develop useful skills through training, on-the-job supervision, and special work projects in order to create for individuals and their families financial independence, useful roles in the community, dignity and self-esteem.

§ 131.2. Purpose of the program.

(a) The purpose of the program is to help solve the critical problems of unemployment and under-employment through a comprehensive training or supportive program.

- (b) Priority will be given to applicants who meet the following requirements:
- (1) Help generate additional Federal dollars and a proportionate local share.
 - (2) Show a social dimension, particularly in training of ex-addicts, ex-offenders and recovered alcoholics.
 - (3) Through funding under the program, would help produce additional low-cost housing units in rural and urban areas including the associated supportive services involved.
 - (4) Are submitted by nonprofit, tax exempt agencies.

§ 131.3. Aims.

The aim of the Department, in accordance with the provisions of the act, is the following:

- (1) Organize, initiate, develop and carry out or assist in the development of manpower programs for the employment of individuals.
- (2) Adopt, and assist in the adoption of, practical methods of vocational training and guidance, or related programs of training and guidance.
- (3) Establish, or assist in the establishment of, programs for the improvement of employment potential of individuals.
- (4) Rehabilitate, or assist in the rehabilitation of, disadvantaged persons, unemployed persons or under-employed persons.
- (5) Employ such personnel as may be necessary to carry out the purposes of the act.
- (6) Exercise its powers to include, but not be limited to, the execution of the programs listed under section 4 of the act (43 P. S. § 690.4).

APPLICATION**§ 131.11. Responsibility—grantor.**

The responsibility for the administration of the act rests solely with the Department, however, the responsibility for the development, administration and internal evaluation of the programs lies with the applicant receiving a grant from the Department. The field representative of the Department, Office of Community Services, shall be responsible for monitoring the program as it progresses, and shall make evaluation visits and reports to the administrator.

§ 131.12. Eligibility.

The Department will contract with, cooperate with, enter into agreement with, make grants to, receive contributions or grants from any agency of the Federal Government, State or any county or municipality, authority, private and public corporations, organizations, association, individual or other persons in the furtherance of the powers contained in the act.

§ 131.13. Proposal requirements.

(a) The regional office of the Department shall be available to assist any applicant with technical assistance and advice for the preparation of a proposal to be submitted under the act.

(b) Every effort will be made by applicant to establish contact with other departments at the regional level which have relevant programs that may be packaged with program. Also, it is imperative that this same effort to package programs be made within the Department. All proposals must be submitted to the regional office for review and evaluation and approved by the Department before a grant will be made.

(c) The proposal shall contain the following specific information:

(1) Legal title and date of incorporation, address, telephone number, legal status, specific contact individuals and a history of the organization of the applicants.

(2) Characteristics, needs, and number of persons to be trained.

(3) Full description of the program.

(4) Purpose of the proposal in detail, including the following:

(i) Services to be established.

(ii) Authority for such services.

(iii) Number of people to be served.

(iv) Selection basis for participants.

(v) Specific program activities.

(vi) Specific referral activities for participants.

(vii) Priorities and procedure in selection of staff.

(5) A description of the type and the extent of the counselling to be used, indicating the role of State employment services, businesses, unions and other

public or private agencies in recruiting, testing, counselling and selection through a written letter from those involved.

(6) No manpower training project will be approved without written comment on the project by a responsible organization or agency familiar with community manpower problems and requirements, such as the Chamber of Commerce, Urban Coalition, or unions.

(7) Presentation of a title and description of the occupations for which training is offered and an evidentiary presentation of a local need for the occupation, and justification of such a need.

(8) A description of the method and scope of training including the length of the cycles in weeks and hours of training.

(9) An indication of the role of the applicant agency, businesses, unions and other private or public agencies in the placement of "graduate" trainees.

(10) A description of the provisions for maintaining accurate trainee, program and financial records.

(11) The provision of a statement in writing on efforts made to obtain funding by agencies, local, State, or Federal, that provide the same services, and the amounts of money requested from these sources.

(12) A statement that the proposal is or is not to be an ongoing program and, if not, what efforts are being made to get other support to make this proposal an on-going activity.

(13) The provision of an inventory of existing and past sources of funding with proposal descriptions.

§ 131.14. Submission of proposals.

The proposed budget will be submitted on a form provided by the Department. Allowable administrative costs for any contractor applying for Program funds shall not exceed 10% of the total Program allocation being requested. Considered under administrative costs are project administration, recruitment, counselling services, supervision, job development, placement and any fringe benefits for staff or consulting services.

(1) Recruitment shall not be considered for funding under this program. Rather, it should be done through either local, private tax-exempt organizations, or organized neighborhood groups who are identified as working with eligible applicants. The local Bureau of Employment Security office should also be considered in the recruitment process.

(2) If remedial education is needed, effort shall be made to utilize programs of the Public School System or funding under the Manpower Development and Training Act (42 U.S.C.A. § 2571 et seq.) or 2508.3 funds for the Program for Industrial Training (24 P. S. § 24-2508.3) through the school district. If this is not possible, reasons should be given by the District itself in the proposal.

(3) Counselling services include the appraisal of the trainees' interests, aptitude, abilities, personal characteristics. This also includes assisting the trainee through not only the scheduled counselling but the extra sessions which are most important as he tries to relate to the requirements and opportunities of this new field of work.

(4) Job development refers to the process of developing new training-related positions where no known openings exist.

(5) Referral and placement include processes whereby a trainee is assisted and placed into meaningful employment upon completion of the training period with the sponsor or elsewhere in the area's community.

(6) Follow up is the method by which the progress of a trainee is measured and assistance is provided him as required after placement.

COST CATEGORIES

§ 131.21. Personnel: salaries, wages, overtime, hospitalization and insurance, other fringe benefits and payroll taxes.

These positions shall be completely itemized including the individual's name and resume.

§ 131.22. Consultants and contract services: accounting, legal and stipends.

Trainees may receive stipends only. Wages and fringe benefits may not be paid to a trainee. A stipend may be paid to a trainee if he is involved in a "pure" training program. Under this type of program, the trainee cannot produce any item which may be sold for a profit. In addition, Federal and State employment taxes would not apply to stipends paid trainees. If there is any question on this matter, the regional office should be contacted.

§ 131.23. Travel: per diem, transportation, maintenance of vehicles rentals or owned.

Transportation costs will only be considered when no other agency can provide funds for this, when there are no stipends being paid, and when the work site, during the course of the training program, changes to merit consideration of such expenses.

§ 131.24. Space costs and rentals: rent, renovation and utilities.

(a) Renovations of a building either owned or rented by the contractor will not be allowed under the program.

(b) Rent shall only be considered where it pertains to nonpublic space not owned by the grantee.

§ 131.25. Consumable supplies.

Consumable supplies shall include office supplies, postage, office accessories under \$50 per item, maintenance supplies and medical supplies.

§ 131.26. Rental or lease of equipment: rental or lease of office machines, furniture and fixtures, outdoor equipment, special equipment.

Purchase of equipment will not be allowed unless it is done through the use of Commonwealth excess or surplus property; or through the use of the act of July 9, 1971 (71 P. S. § 633(h)).

§ 131.27. Other costs: repairs, insurance, telephone, publications and painting and other direct costs.

All costs in this category shall be completely and separately itemized before approval can be given.

TRAINEE REQUIREMENTS

§ 131.31. Eligibility.

(a) Eligibility requirements for a trainee to be enrolled in a project that applies for Program funds are as follows:

- (1) The trainee shall reside in an impoverished area.
- (2) The trainee shall be within the income guidelines established by the Federal Office of Economic Opportunity.
- (3) The trainee shall be between the ages of 18 and 50 and either unemployed or underemployed.
- (4) The trainee may not have participated in any Federal or State administered manpower training program within the past 2 years.
- (5) Preference will be given to the following:
 - (i) Public Assistance recipients, especially those with dependents
 - (ii) Ex-offenders
 - (iii) Ex-addicts
 - (iv) Reformed alcoholics

(b) Verification of trainees' status utilizing the above criteria shall be submitted to the Department within 2 weeks of the beginning date of each training cycle.

AGENCY OBLIGATIONS

§ 131.41. Agency responsibilities.

The Department, through its Office of Community Services, will be responsible for the overall administration of this program. The staff of the Office of Community Services will perform the following functions:

- (1) Make copies of these regulations and the appropriate forms available to all interested parties requesting them.
- (2) Give notice of the availability of the regulations for the act directly through the Department's regional offices and indirectly through as many news media as will assure adequate announcement of the availability of the program.
- (3) The Departmental procedure for processing a program request shall be the PERC system as outlined in the Executive Directive of the Department 1-7 dated January 20, 1970, copies of which are available from the regional office.
- (4) Proposals shall be treated in the following manner:
 - (i) Proposals will be reviewed in the regional office and submitted to a Regional PERC. If approved the proposal will be forwarded to the Office of Community Services.
 - (ii) The Office of Community Services will review and evaluate the proposal as to feasibility, funding and legality. If not disapproved by the Bureau, the proposal will be forwarded to other State agencies for comment before submitting the proposal to PERC.
 - (iii) PERC will review and evaluate the proposal and return the complete proposal to the Office Director stating it is approved, disapproved or tabled.
 - (iv) The Office Director will notify the appropriate regional office of the disposition of the proposal.
 - (v) The regional office will notify the applicant of the final disposition of the proposal.
 - (vi) The Office Director will initiate preparation of the contract of approved proposals.

GRANTEE OBLIGATIONS

§ 131.51. Grantee responsibilities.

- (a) In the administration of their program, each agency shall conform with the following:
 - (1) Submit six copies of the proposal, containing work programs and budgets for each component, to the appropriate Department regional office. The Regional Office will acknowledge receipt of proposals and advise that they are being reviewed and that further information will be furnished following the review.
 - (2) After notification of the proposal's approval, receive a contract form whereupon the agency will acknowledge and accept the terms of the contract by affixing the signatures required on the last page of the contract. This contract will then be returned to the Management Support Division for final signatures.
 - (3) Be bound by fact that the contract will be fully executed only when the required signatures are obtained, including that of the Governor in contracts exceeding \$100,000, or the Secretary for grants not exceeding \$100,000.

- (4) Understand that no expenditures or obligations will be made against the contract grant until after the contract is signed by the Governor and dated.
- (b) The Department reserves the right to make exceptions to grantee reimbursement if the criteria in subsection (a) have not been adhered to in recruitment.
- (c) The Program Statistical Report Form for training programs and the Program Supportive Services Report Form are to be submitted on a monthly basis. These monthly reports are due in the central office by the tenth of the following month with a copy to the appropriate Regional Office. It is to be understood by the grantee that the Community Empowerment Office can suspend a program and the incurrence of expenses from the due date until the report is received.

Source

The provisions of this § 131.51 adopted January 19, 1973, effective January 20, 1973, 3 Pa.B. 110; amended December 18, 1992, effective December 19, 1992, 22 Pa.B. 6027. Immediately preceding text appears at serial page (10358).

Cross References

This section cited in 12 Pa. Code § 131.91 (relating to general information).

DELEGATION OF RESPONSIBILITIES

§ 131.61. Grantee-delegate responsibilities to grantor.

Every grantee funded under the Program, is completely responsible for the actions of every delegated activity or activities. To insure this premise, the grantee shall conform with the following:

- (1) *Contracts.* A contract or agreement shall be executed in writing for the delegation of activities, signed by the Executive Director and Board Chairperson or President of the delegated agency.
- (2) *Submission.* A copy or copies of the Delegate Agency Agreement shall be submitted to the grantor for approval, after which the agreement becomes an integral part of the grantee's work program and budget.
- (3) *Stipulation.* The grantee-delegate agreement shall stipulate the following conditions: work to be performed; delegate shall in a satisfactory manner as determined by the grantee, either perform all activities for the program of the grantee, as approved in the grant of the grantor to the grantee, or explicit description, in writing, of the obligation of the delegate.
- (4) *Compliance with approved program.* All activities authorized by this grantee-delegate written agreement will be performed in accordance with the approved work program, the approved budget, the grant conditions and relevant grantor directives.
- (5) *Reports, records and evaluation.* The grantee shall supervise, evaluate and provide guidance and direction to the delegate in the conduct of activities delegated under this contract. The delegate agrees to submit to the grantee such

reports as may be required by grantor or by the grantee, including reports on work program progress for each delegated activity.

(6) *Audits.* Every grantee shall obtain from their delegates copies of interim and final audits, as a part of the grantee's audit responsibility to the grantor. All delegates handling cash must submit a copy of a fidelity bond to the grantee. Such bond will provide coverage to meet the requirements listed in § 131.81 (relating to bonding). All earned interest on program funds must be turned over to the Department.

(7) *Changes.* Grantees may from time to time request changes in scope of services or budget changes for the delegate. All such requests for change must be in writing with complete justification showing original and revised budgets and approved by grantee and grantor.

(8) *Time and attendance.* Delegates must keep time and attendance records for all employes, signed jointly by the employe and the supervisor before payment for services.

(9) *Compliance with local laws.* Delegates shall comply with all applicable laws, ordinances and codes of the State and local governments. Furthermore delegates shall not discriminate against any employe or applicant for employment because of race, sex, creed, color or national origin. The grantee shall take affirmative action to ensure that applicants are employed, and that employes are treated during employment, without regard to their race, age, sex, creed, color or national origin.

(10) *Covenant against contingent fees.* The delegate warrants that no person or selling agency or other organization has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage or brokerage, or contingent fee. For breach or violation of this warrant the grantee or the grantor shall have the right to annul this contract without liability or at their discretion, to deduct from the contract, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee, or to seek other remedies as legally may be available.

(11) *Schedule of payment.* Subject to receipt of funds from Commonwealth Program, the grantee agrees to reimburse the delegate for authorized expenditures. An advance of money, mutually agreed upon, will be paid to the delegate for estimated expenditures for a mutually agreed upon number of months. The delegate will submit to the grantee or grantor vouchers that are sufficient to support payment under the accounting procedures of the grantee or grantor established or approved by the accountant of the grantee or the accounting requirements of audits of the grantor. Within 30 days the grantee will approve or disapprove payment of the vouchers, and will make additional payments equal to the amount of such approved expenditures to the delegate. In no event, however, will the delegate receive reimbursement for any cost categories in excess of the approved budget, except as it has received prior written authori-

zation from the grantee or the grantor, which is incorporated into and shall be attached to the grantee-delegate contract.

(12) *Termination.* The grantee may, by giving reasonable written notice specifying the effective date, terminate the grantee-delegate contract in whole or in part for cause, which shall include the following:

(i) Failure for any reason, of the delegate to fulfill in a timely and proper manner its obligations under this contract, including compliance with the approved program and attached conditions, and such statutes grantee or grantor directives, as may become generally applicable at any time.

(ii) Submission by the delegate to grantee or grantor of any required reports or statements that are incorrect or incomplete in any material respect.

(iii) Ineffective or improper use of funds provided under this contract.

(iv) Suspension or termination by grantor of the grant to the grantee under which this contract is made, or the portion thereof delegated by this contract.

(v) The delegate may terminate this contract with the grantee upon mutual agreement in writing, setting forth explicit reasons for such actions. In the event of any termination, all property and finished or unfinished documents, data, studies and reports prepared or equipment purchased by the delegate under this contract shall be disposed of according to grantee or grantor directives and the delegate shall be entitled to compensation for any unreimbursed expenses reasonably incurred in the satisfactory performance of the contract. Notwithstanding the above, the delegate shall not be relieved of liability to the grantee or grantor for any and all damages sustained by them by virtue of any breach of contract by the delegate and the grantee or grantor may withhold any reimbursement to the delegate for the purpose of set-off until such time as the exact amount of damages due the grantee or grantor from the delegate is agreed upon or otherwise determined. Finally, the grantee shall ensure that the individuals signing for the delegate agency are unequivocally authorized by the Agency's controlling body to commit the delegate agency to the terms of this contract.

(13) *Records and equipment retention.* All records of transactions, such as time and attendance, internal controls, checkbook stubs, cancelled checks, cash receipts and cash disbursement journals and general ledgers shall be retained by the grantee-delegate for a period of 3 years, or turned over to the grantor upon request. Any and all equipment purchased with Program funds by delegates must be turned over to the grantee or grantor upon request for contract termination made for cause.

GRANTS

§ 131.71. Grant payments.

(a) Payments are rendered in four equal installments unless otherwise specified under the schedule of payment terms in contract. The first payment is an advance payment of 1/4 of the total entitlement. The second and third payments of 1/4 each of the entitlement will be made when the agency produces financial statements showing need for more funds predicated upon project expenditure patterns and fulfillment of work programs and established budgets. Reference should also be made to § 131.84 (relating to invoices).

(b) Final payment will not be released until an interim audit has been submitted. Reference should also be made to § 131.82 (relating to auditing and evaluation).

(c) All required statistical progress and fiscal reports shall be current in order for allotment requests to be approved for payment.

§ 131.72. Grant changes.

(a) The Commonwealth will not participate in any expenditures that were not included in the final work program and budget unless prior written permission has been obtained from the Community Empowerment Office.

(b) Agency must submit work program and budget change requests in writing and cannot make changes without acknowledgment and approval of the Bureau in writing.

(c) Proposal budget shall be on a form provided by the Department.

(d) All budget changes after the original department approvals shall be on a form provided by the Department to show new line budget covering all seven cost categories.

FINANCIAL REQUIREMENTS

§ 131.81. Bonding.

Before the payment against the first invoice, all contracting agencies shall submit to their appropriate regional office a fidelity bond which will provide coverage to meet the following requirements:

- (1) The bond shall be a Fidelity Bond on a name, position schedule form.
- (2) Applicant agency shall be shown as the insured.
- (3) The obligee, or beneficiary shall be shown to be the Commonwealth.

This provision may appear in the body of the bond or as a rider.

(4) At no time shall this bond be an addendum to a bond for another State or Federal grant program unless the other State program is funded through the Office of Community Services, Department of Community and Economic Development.

(5) The bond must contain the contract number, the total amount of the grant, the project name and the program name (TEAM).

(6) The period of coverage will be for the length of the contract and shall be renewable until the end of such contract and whenever any premium rebates are made the rebated sum is made payable to the Commonwealth of Pennsylvania, Department of Community and Economic Development.

(7) Each person named on the schedule form shall be bonded for the largest amount to be invoiced at any time as provided under the terms of the contract.

(8) The persons' names on the schedule form shall include:

(i) Each person authorized to sign a check. A suggested minimum number of names would be three.

(ii) The person or persons authorizing disbursement of funds.

Cross References

This section cited in 12 Pa. Code 131.61 (relating to grantee-delegate responsibilities to grantor).

§ 131.82. Auditing and evaluation.

Grantees shall provide, within their budget, provision for interim and final audits made by an independent CPA or Public Auditing source. The audit will cover State grant expenditures, and be consistent with the approved budget allocations. Grantees also herein, agree to program and financial reviews of their State programs as often as the grantor deems such reviews necessary. Furthermore, grantee will permit the auditing of State grants by Department auditors or auditors from the office of Auditor General of the Commonwealth. Programmatic evaluations of each project shall be made, if feasible, three times during the course of the project at staggered intervals by staff members of the Department.

Cross References

This section cited in 12 Pa. Code § 131.71 (relating to grant payments).

§ 131.83. Miscellaneous grantee fiscal responsibilities.

(a) Grantee shall return any or all unused State grants monies to grantor, upon demand, for cause.

(b) Cause shall be for any violation of contract, work program, or budgetary indiscretions.

(c) Grantee shall not commingle State grant moneys with any other fundings and shall maintain separate accounting and internal controls for State funds.

(d) All State grant moneys shall be placed in a savings account that are in excess of 2 months of operating costs. These moneys may be transferred back into a checking account when needed.

(e) Interest earned on all savings accounts shall be submitted to grantor at time such interest is received by the Agency.

(f) Interest checks shall be made payable to Commonwealth of Pennsylvania—Department of Community and Economic Development.

§ 131.84. Invoices.

(a) Each grantee submitting an invoice shall prepare an original and one copy to be sent to the appropriate regional office in addition to the copy to be sent to the Community Empowerment Office. A completely itemized invoice in accordance with the approved program budget must be submitted for each component part of the program. Should there be more than one component program a summary sheet is required for the total program. All invoices must reflect the period of time for which the payment is requested. The invoice heading shall include the type of grant, contract number, effective date of contract, number of invoice (first, second, third or fourth), amount requested, date of invoice and shall include the name and address of Grantee. The invoice shall also be attested by two key individuals of the agency such as Chairperson of the Board or Executive Director.

(b) The invoice shall include:

- (1) Column I—Total Approved Budget Amount.
- (2) Column II—Total Received to Date.
- (3) Column III—Federal Share Expended to Date, if applicable.
- (4) Column IV—State Share Expended to Date.
- (5) Column V—Amount Requested this Invoice.
- (6) Column VI—Remaining Balance.

(c) The columns shall be itemized according to the approved program budget reflecting all line items.

Cross References

This section cited in 12 Pa. Code § 131.71 (relating to grant payments).

§ 131.85. Contract termination.

The following reasons may terminate a Grantee contract:

(1) When the grantee shall have completed all programs specified in the approved work plan budget, upon the date of expiration of this contract unless extended by written mutual agreement by the Department-grantor and Agency-grantee.

(2) This contract may be terminated prior to the expiration of the contract period by mutual written agreement of both parties. If through any cause the agency-grantee shall fail to fulfill in a timely and proper manner his obligations under this contract or in the event of violation of any of the covenants, agreements or stipulations of this contract, the Department-grantor shall thereupon have the right to terminate this contract by giving written notice to the Agency-

grantee of such termination and specifying the effective date thereof, at least 5 days before the effective date of this termination. In such event all programs, records and unused grant moneys shall be turned over to the Department-grantor. The Agency-grantee shall not assign any interest in this contract and shall not transfer any interest in the same whether by assignment or novation. Grantee agrees that the monies so received will be used for the furtherance of the programs in this Commonwealth and that no part of the funds received as result of this contract will be used in a manner resulting in a reduction of local or private appropriations to this Agency-grantee. Grantee certifies that the agency-grantee is not founded, nor its activities conducted upon covenants which discriminate because of race, creed or color. Grantee agrees that it will use grant assistance under the Program to supplement and raise existing levels of local support for action against poverty and unemployment and not replace existing local efforts, and will establish or permit establishment of provisions for monitoring, evaluation and investigations of all programs using Program grant funds.

CAPITAL EXPENDITURES

§ 131.91. General information.

- (a) Capital expenditures will not be approved by the Department. This includes the purchase of real estate, facilities, automobiles and major items of equipment.
- (b) Inquiries and application should be directed to the regional offices set forth in § 131.51 (relating to grantee responsibilities).

[Next page is 133-1.]

131-16

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