

LANCASTER COUNTY COMMISSIONERS' MEETING AGENDA

WEDNESDAY, FEBRUARY 25, 2026

9:15 a.m. – Conference Room #701, 7th Floor

The Commissioners' Meeting is being video recorded for public viewing and is available on the County's website.



1. Meeting Called to Order: This morning's meeting will be conducted by Commissioner Ray D'Agostino.
2. Pledge of Allegiance
3. Minutes as Distributed: Approval of the February 18, 2026 Commissioners' Meeting Minutes.
4. Old Business:
5. New Business:

a. EDC Finance Corporation –

Daniella Tristaino, Portfolio Officer

Resolution No. 11 of 2026 – Next Generation Farm Loan with Allen M. and Rosemary B. King

Resolution No. 12 of 2026 – Next Generation Farm Loan with Justin L. and Angela F. Oberholtzer

Resolution No. 13 of 2026 – Next Generation Farm Loan with Jesse S. and Amanda K. Smucker

b. Department of Public Safety –

Brian Pasquale, Executive Director

Hazardous Material Response Fund Grant Award with the Pennsylvania Emergency Management Agency (PEMA)

Hazardous Material Emergency Preparedness Grant Award with the Pennsylvania Emergency Management Agency (PEMA)

c. Adult Probation and Parole Services – Grant Award with the Pennsylvania Commission on Crime and Delinquency (PCCD)

Jennifer Luciano, Director

Jennifer Nissley, Deputy Director

d. Behavioral Health and Developmental Services – Administrative Entity Operating Agreement

Tania Maser, Executive Director

e. **Purchasing Department on behalf of Office of Aging – Amended Agreement with Thompson Social Services**

James Catigano, Buyer II, Purchasing

Kristin Jones, Deputy Director, Office of Aging

Jonathan Fortner, Buyer I, Purchasing

6. Business from Guests

7. Adjourn

RESOLUTION NO. 11 OF 2026

**FUNDING THROUGH THE
NEXT GENERATION FARM LOAN PROGRAM**

On motion of Commissioner _____, seconded by Commissioner _____;

WHEREAS, the Penn Township Lancaster County Industrial Development Authority has held a public hearing on an application/project in the total amount of \$1,002,000.00 for the Next Generation Farm Loan for Allen M. and Rosemary B. King. The Industrial Development Authority financing is in the amount of \$682,000.00. The farm is located at 448 Jacobs Road, Narvon, Salisbury Township, Lancaster County, Pennsylvania, which is in accordance with the Tax Equity and Fiscal Responsibility Act of 1982; and

WHEREAS, the Penn Township Lancaster County Industrial Development Authority has determined that the application/project conforms to the public purpose, eligibility, and financial responsibility requirements of the Pennsylvania Economic Development Financing Law and has approved the above application/project at a publicly advertised meeting; and

WHEREAS, the project’s details are set forth in the public notice announcement on file in the Penn Township Lancaster County Industrial Development Authority Office.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE COUNTY OF LANCASTER, PENNSYLVANIA, that the Board hereby approves the revenue obligation or tax-exempt issues as stated above; and

BE IT FURTHER RESOLVED that the approval granted hereby shall not, in any way, pledge or obligate the credit or taxing power of the County, nor shall the County be liable for the payment of the principal of, or interest on, any obligations issued by the Authority.

ADOPTED this ___ day of February 2026, by the Board of Commissioners of the County of Lancaster, Pennsylvania, in lawful session duly assembled.

ATTEST:

Lawrence M. George
County Administrator/Chief Clerk
County of Lancaster, PA

Ray D’Agostino, Chairman

Joshua G. Parsons, Vice Chairman

Alice Yoder, Commissioner

Board of Commissioners of
Lancaster County, Pennsylvania

**Penn Township Lancaster County
Industrial Development Authority**

Board Members

Thomas Kifolo,
Chairman

Joe Eisenhower, Vice
Chairman

Seth Obetz, Treasurer

Mark Hiester,
Assistant Secretary

Jennifer Tulonen,
Secretary / Assistant
Treasurer

Mark Hiester,
Township Manager

Sean B. Frederick, Esq.,
Solicitor

PROJECT

Allen M. and Rosemary B. King

Next Generation Farm Loan

Project Description: Allen M. and Rosemary B. King will purchase a farm of approximately 71-acres from Rosemary's parents, John J. and Elizabeth King. The farm is located at 448 Jacobs Road, Narvon, Salisbury Township, Lancaster County, PA. The farm has a dairy operation marketed to Organic Valley. Crops grown on the farm are corn and alfalfa for feed. The farm is being sold to Allen and Rosemary for \$1,002,000, which includes \$22,000 for closing costs. The NGFLP program will be funding \$682,000 of the total with the seller financing the remaining \$320,000. The seller will provide an in-kind gift for the non-ag residence.

Project Cost: \$1,002,000

Amount of IDA Financing: \$682,000 (NGFL)

Location of Project: 448 Jacobs Road, Narvon, PA

Is Farm Preserved: Yes No

Bank: Univest Bank, Paul Willits

Timeline: The Kings plan to close this loan by the end of April 2026.

RESOLUTION NO. 12 OF 2026

**FUNDING THROUGH THE
NEXT GENERATION FARM LOAN PROGRAM**

On motion of Commissioner _____, seconded by Commissioner _____;

WHEREAS, the Penn Township Lancaster County Industrial Development Authority has held a public hearing on an application/project in the total amount of \$3,050,000.00 for the Next Generation Farm Loan for Justin L. and Angela F. Oberholtzer. The Industrial Development Authority financing is in the amount of \$682,000.00. The farm is located at 52 Brubaker Road, Lititz, Ephrata Township, Lancaster County, Pennsylvania, which is in accordance with the Tax Equity and Fiscal Responsibility Act of 1982; and

WHEREAS, the Penn Township Lancaster County Industrial Development Authority has determined that the application/project conforms to the public purpose, eligibility, and financial responsibility requirements of the Pennsylvania Economic Development Financing Law and has approved the above application/project at a publicly advertised meeting; and

WHEREAS, the project’s details are set forth in the public notice announcement on file in the Penn Township Lancaster County Industrial Development Authority Office.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE COUNTY OF LANCASTER, PENNSYLVANIA, that the Board hereby approves the revenue obligation or tax-exempt issues as stated above; and

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Mark Hiester,
Township Manager

Sean B. Frederick, Esq.,
Solicitor

PROJECT

Justin L. and Angela F. Oberholtzer

Next Generation Farm Loan

Project Description: Justin L. and Angela F. Oberholtzer will purchase a farm of approximately 74.5-acres from Justin's Aunt and Uncle, Ervin H. and Earla M. Oberholtzer. The farm is located at 52 Brubaker Road, Lititz, Ephrata Township, Lancaster County, PA. The farm has a dairy operation marketed to Land O' Lakes. Crops grown on the farm are corn, soybeans, and other small grains. The farm is being sold to Justin and Angela for \$3,050,000 which includes \$50,000 for closing costs. The NGFLP program will be funding \$682,000 of the total with Uninvest Bank financing \$268,000, Farm Service Agency financing \$600,000 and the sellers financing the remaining \$1,500,000. The seller will provide an in-kind gift for the non-ag residence.

Project Cost: \$3,050,000

Amount of IDA Financing: \$682,000 (NGFL)

Location of Project: 52 Brubaker Road, Lititz, PA

Is Farm Preserved: Yes No

Bank: Uninvest Bank, Paul Willits

Timeline: The Oberholtzers plan to close this loan by the end of April 2026.

RESOLUTION NO. 13 OF 2026

**FUNDING THROUGH THE
NEXT GENERATION FARM LOAN PROGRAM**

On motion of Commissioner _____, seconded by Commissioner _____;

WHEREAS, the Penn Township Lancaster County Industrial Development Authority has held a public hearing on an application/project in the total amount of \$813,000.00 for the Next Generation Farm Loan for Jesse S. and Amanda K. Smucker. The Industrial Development Authority financing is in the amount of \$663,000.00. The farm is located at 2110 Rockvale Road, East Lampeter Township, Lancaster County, Pennsylvania, which is in accordance with the Tax Equity and Fiscal Responsibility Act of 1982; and

WHEREAS, the Penn Township Lancaster County Industrial Development Authority has determined that the application/project conforms to the public purpose, eligibility, and financial responsibility requirements of the Pennsylvania Economic Development Financing Law and has approved the above application/project at a publicly advertised meeting; and

WHEREAS, the project’s details are set forth in the public notice announcement on file in the Penn Township Lancaster County Industrial Development Authority Office.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE COUNTY OF LANCASTER, PENNSYLVANIA, that the Board hereby approves the revenue obligation or tax-exempt issues as stated above; and

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Secretary / Assistant
Treasurer

Mark Hiester,
Township Manager

Sean B. Frederick, Esq.,
Solicitor

PROJECT

Jesse S. and Amanda K. Smucker

Next Generation Farm Loan

Project Description: Jesse S. and Amanda K. Smucker will purchase a farm of approximately 49.5-acres from Jesse's mother, Sylvia Esh Smucker. The farm is located at 2110 Rockvale Road, Lancaster, East Lampeter Township, Lancaster County, PA. Crops grown on the farm are corn and as well as various types of produce. The total project cost is \$813,000 which includes \$13,000 for closing costs as well as \$400,000 for construction/renovation of agriculture buildings. The farm is being sold to Jesse and Amanda for \$400,000. The NGFLP program will be funding \$663,000 of the total project cost covering the purchase of the farm, \$250,000 of the construction costs, and the closing costs. Uninvest Bank will be financing the remaining \$150,000 of the construction costs. The seller will provide an in-kind gift for the non-ag residence.

Project Cost: \$813,000

Amount of IDA Financing: \$663,000 (NGFL)

Location of Project: 2110 Rockvale Road, Lancaster, PA

Is Farm Preserved: Yes No

Bank: Uninvest Bank, Jon Heacock

Timeline: The Smuckers plan to close this loan by the end of April 2026.

On motion of Commissioner _____, seconded by Commissioner _____, it was agreed for the County of Lancaster, acting on behalf of the Department of Public Safety, to approve the following:

<u>Grant Award With:</u>	Pennsylvania Emergency Management Agency Harrisburg, PA
<u>Purpose:</u>	To recognize funds from the Hazardous Material Response Fund grant to be used to develop emergency planning and response capability.
<u>Amount/Term</u>	\$28,072.00 for the period of July 1, 2025 through June 30, 2026.
<u>Funding:</u>	Pennsylvania Emergency Management Agency funds.
<u>Note:</u>	To give Brian P. Pasquale, Executive Director, authorization to electronically sign the grant agreement.

**HAZARDOUS MATERIAL RESPONSE FUND GRANT AGREEMENT
FOR STATE FISCAL YEAR 2025**

This Hazardous Material Response Fund (“HMRF”) grant agreement for state fiscal year (“SFY”) 2025 is between the Commonwealth of Pennsylvania (“Commonwealth”), acting through the Pennsylvania Emergency Management Agency (“PEMA”), with its principal office located at 1310 Elmerton Avenue, Harrisburg, Pennsylvania 17110, and Lancaster County (“Grantee”), with its principal offices located at 150 N Queen St Ste 710, Lancaster, PA, 17603.

PEMA is the executive Commonwealth agency responsible for, among other things, developing a comprehensive hazardous material safety program for the Commonwealth and its counties.

The Hazardous Material Emergency Planning and Response Act (“Act 165”), 35 P.S. §§ 6022.101 *et seq.*, established the Hazardous Material Response Fund (“HMRF”). The fund is used to carry out the purposes, goals, and objectives of SARA, Title III, 42 U.S.C. §11001, *et seq.*, and the Commonwealth's hazardous material safety program. In accordance with Sections 207 and 208 of Act 165 (35 P.S. §§ 6022.207(a)(2)(iv) and 6022.208), PEMA administers the HMRF Grant Program (“Program”), which provides financial assistance to eligible counties to comply with the requirements of Act 165.

The Grantee submitted an application to PEMA for Program funding. PEMA determined that Grantee is an eligible recipient of Program funds and that Grantee’s proposed use of funds complies with Act 165 requirements. The resulting grant will be 100% state funded.

PEMA now wishes to set forth the terms and conditions under which it will award Program funding to the Grantee.

The parties, intending to be legally bound, agree as follows:

1. Grant Award. Subject to the terms and conditions of this agreement and the availability of funds, PEMA grants up to \$28,072.00 in SFY 2025 Program funds (“Grant Award”) to the Grantee to support the hazardous material response measures outlined in Grantee’s approved HMRF project and budget set forth in Attachment A (“Project”). The Grantee shall utilize the grant funds solely to carry out the Project in accordance with the budget set forth in Attachment A.
2. Award Modification. PEMA may increase or decrease the amount of the Grant Award by providing written notice of award modification to the Grantee without the need to amend this agreement. PEMA may require the Grantee to submit a revised budget and scope of work consistent with the award modification. Upon PEMA’s approval, the revised budget and scope

of work will replace the budget and scope of work set forth in Attachment A. Award modifications are subject to the approval of the Governor's Office of the Budget, Comptroller's Operations Office.

3. Budget Adjustments. The parties may adjust the dollar amounts of specific categories within the Budget without the need to amend this agreement if the adjustments do not increase the Grant Award. The Grantee shall submit any proposed adjustments to the Budget to PEMA for review and approval. A Budget adjustment will not be effective until it has been approved by PEMA in writing.
4. Term. The term of this agreement will commence on the date of the last Commonwealth signature and will remain in effect until July 30, 2026 ("Term"), unless sooner terminated in accordance with paragraph 19. This agreement is not binding in any way, nor will the Commonwealth or PEMA be legally bound, until this agreement has been fully executed and the Grantee has received a fully executed copy.
5. Period of Performance. The period of performance for this agreement will commence on July 1, 2025, and end on June 30, 2026 ("Period of Performance"). The Grantee may utilize grant funds received under this agreement to pay or reimburse itself for any eligible costs or expenses incurred by the Grantee to carry out the Project during the Period of Performance. PEMA may extend the Period of Performance by providing written notice of extension without the need to amend this agreement, so long as the extension of the Period of Performance does not exceed the Term.
6. Extension of Term. PEMA may extend the Term for up to 90 days by providing written notice of extension to the Grantee without the need to amend this agreement. Any extension of the Term in excess of 90 days must be accomplished through a formal amendment to this agreement.
7. HMRF Grant Requirements.
 - a. Commonwealth Emergency Operations Plan. The Grantee shall perform all Project activities in compliance with the Commonwealth Emergency Operations Plan, *Emergency Support Function (ESF) #10 – Oil and Hazardous Materials Response*.
 - b. Approved Expenditures. The Grantee shall expend all grant funds in accordance with the cost categories outlined in Act 165 and PEMA Directive D2022-01, *Act 165 Revenue Expenditure Requirements*, which is attached as Attachment B.
 - c. Program Guidelines. The Grantee shall comply with the HMRF Grant Program

Administrative Guide set forth in Attachment C (“Administrative Guide”). PEMA may revise the Administrative Guide by providing the Grantee written notice without the need to amend this agreement.

8. Reporting Requirements. The Grantee shall submit a final performance report to PEMA no later than 30 calendar days after the end of the Period of Performance. The report must include a final executed work plan and summary of expenditures identified in Attachment A. The Grantee shall submit receipts, reports, documents, and other sources of information required by PEMA as proof of expenditures.
9. Disbursement of Grant Award. Upon the full execution of this agreement, PEMA shall initiate the disbursement of the full Grant Award amount to the Grantee. Despite the preceding sentence, PEMA may withhold the disbursement if PEMA determines, in its sole discretion, that the Grantee has failed to fulfill its obligations under any previous grant agreement or another contract between the parties. Upon the Grantee’s fulfillment of its obligations under the prior grant agreement or contract, PEMA shall initiate the disbursement of the full Grant Award amount to the Grantee.
10. Return of Unused Funds. The Grantee shall return grant funds, and any interest earned on those funds, not expended during the Period of Performance to PEMA no later than 30 calendar days after notification by PEMA.
11. Interest-Bearing Account. Upon the Grantee’s receipt of grant funds, the Grantee shall promptly deposit those funds in a separate, interest-bearing account in a bank or other financial institution insured by the FDIC, FSLIC, NCUA, or equivalent governmental insurer. The Grantee shall utilize interest earned on grant funds solely to carry out Project activities.
12. Commonwealth Standard Terms and Conditions. The Grantee shall comply with the Commonwealth’s Standard Terms and Conditions, Grant Version (Revised – 10/1/2023) set forth in Attachment D.
13. Compliance with Applicable Law. The Grantee shall comply with all applicable federal, state, and local laws, regulations, policies, or directives including, but not limited to, the provisions of Act 165. It is the affirmative, non-delegable duty of the Grantee and any employees, contractors, or other agents to maintain competency in and abide by all statutory, regulatory, and policy obligations imposed by the acceptance and expenditure of these state grant funds.
14. No PEMA Liability. PEMA shall not be liable for any claims, damages, or liability arising out of, or related to, the Grantee's activities, programs, or services funded, in whole or in part, under this agreement. Nothing in this agreement may be construed to waive or otherwise affect

the sovereign immunity of the Commonwealth or its agencies.

15. Maintenance of Records. Utilizing accepted procedures, the Grantee shall maintain, at its principal offices or place of business, complete and accurate records, including documents, correspondence, and other evidence pertaining to costs and expenses incurred by the Grantee under this agreement, and reflecting all matters and activities covered by this agreement. The Grantee shall maintain all records for a period of three years from the expiration or termination date of this agreement, except in those cases where unresolved claims or audit questions may require the Grantee to continue to maintain some or all records until the claim or question is finally resolved.
16. Audit Rights. At any time during normal business hours and as often as PEMA requires, the Grantee shall make all records related to this agreement available for inspection by PEMA, Office of the Budget, Office of State Inspector General, PEMA of the Auditor General, Office of Attorney General, or their authorized representative(s) to audit, examine, and make copies of these records.
17. Offset, Withhold, and Recoup. At any time, PEMA may offset, withhold, or recoup grant funds or payments for Project activities and expenses if PEMA determines that either the Grantee has violated this agreement or the Grantee's expenditures are or were not eligible, proper, or allowable. The Grantee shall return grant funds in accordance with any recoupment instruction provided by PEMA. These rights and remedies are in addition to those PEMA may have under law, statute, regulation, or otherwise.
18. Temporary Suspension.
 - a. Grounds for Suspension. PEMA may temporarily suspend this agreement for Grantee's breach of this agreement, violations of applicable law, audit exceptions, misuse of grant funds, gross mismanagement of the Project, malfeasance, or criminal activity.
 - b. Notice of Suspension. PEMA shall provide a written notice of suspension to the Grantee. The notice must set forth the effective date of the suspension and identify the reason(s) for the suspension.
 - c. Effect of Suspension. During the period of suspension, the Grantee shall not expend any grant funds in its possession.
 - d. Grantee Obligations During Suspension. The Grantee shall cure all deficiencies identified in the notice of suspension to PEMA's satisfaction. The Grantee may not recommence Project activities until PEMA, at its discretion, reinstates this agreement by written notice

following the suspension.

19. Termination.

- a. Termination for Convenience. PEMA may terminate this agreement at any time for its convenience by providing written notice of termination to the Grantee. The termination will be effective on the date set forth in the notice. The Grantee shall return all unused grant funds, and any interest earned on those funds, to PEMA no later than 30 calendar days after the effective date of the termination.
- b. Non-Appropriation. If the Term exceeds one year and funds are not appropriated or otherwise made available to PEMA to support the HMRF grant program in a subsequent year, PEMA may terminate this agreement by providing written notice of termination to the Grantee. The termination will be effective on the date set forth in PEMA's notice. The Grantee shall return all unused grant funds, and any interest earned on those funds, to PEMA no later than 30 calendar days after the effective date of the termination.
- c. Termination for Cause. PEMA may terminate this agreement for cause by providing written notice of termination to the Grantee. The termination will be effective on the date set forth in the notice. The Grantee shall return all unused grant funds, and any interest earned on those funds, to PEMA no later than 30 calendar days after the effective date of the termination.
- d. Survival of Terms. The Grantee's obligations set forth in paragraphs 7(c), 12, 13, 14, 15, 16, and 17 will survive the termination of this agreement.

20. Notice. All notices and other correspondence required or permitted under this agreement must be in writing and personally delivered or delivered by United States Postal Service, prepaid certified or registered mail, return receipt requested, by overnight courier with written evidence of receipt, or by email with evidence of receipt. Any notice or correspondence must be sent to the applicable party at the following address:

- a. If to PEMA:
Luis Toro
Grants Administrator
Pennsylvania Emergency Management Agency
1310 Elmerton Avenue
Harrisburg, PA, 17110]

b. If to the Grantee:

Brian Pasquale
Director of Emergency Management
Lancaster County Emergency Management Agency
150 N Queen St Ste 710
Lancaster, PA, 17603

Either party may change its designated address by providing written notice to the other party.

21. Amendments and Modifications. Except as provided in paragraphs 2, 3, 5, 6, and 7(c), no alterations or variations to this agreement are valid unless they are made in writing and signed by the parties with the same formality as this agreement.
22. Assignment. The Grantee may not assign or transfer its rights or duties under this agreement without the prior written consent of PEMA. Approval of an assignment does not establish any legal relationship between the Commonwealth or PEMA and the assignee.
23. Independent Parties. Nothing contained in this agreement is intended or may be construed to, in any respect, create or establish the relationship of partners between the parties, or as constituting the Grantee as the representative or general agent of PEMA for any purpose whatsoever.
24. Severability. The provisions of this agreement are severable. If any provision of this agreement is held to be unenforceable by an authority with proper jurisdiction in the matter, that provision is severed, and the remainder of this agreement will remain binding upon the parties.
25. No Waiver. No delay or failure of PEMA or the Commonwealth to enforce any provision of this agreement or to exercise any right or remedy under this agreement may be construed as a waiver by PEMA or the Commonwealth of the provision or its right or remedy.
26. Integration and Merger. When fully executed by the parties, this agreement will be the final and complete agreement between the parties containing all the terms and conditions agreed on by the parties. All representations, understandings, promises, and agreements pertaining to the subject matter of this agreement made prior to or at the time this agreement is executed are superseded by this agreement, unless specifically accepted by any other term or provision of this agreement. There are no conditions precedent to the performance of this agreement, except as expressly set forth in this agreement.
27. Counterparts. This agreement may be executed in counterparts, each of which is deemed to be

an original (including copies sent to a party by electronic transmission) as against the party signing the counterpart, but which together constitute one and the same instrument.

28. Electronic Signatures. This agreement may be signed electronically in accordance with the Pennsylvania Electronic Transactions Act, Act 69 of 1999, 73 P.S. § 2260.301, *et seq.*
29. Signatories Attestations. By signing this agreement, the individuals signing on behalf of the Grantee (“Signers”) acknowledge that:
- a. their electronic signatures confirm that they are authorized to sign this agreement and contractually bind the Grantee.
 - b. they are acting in compliance with the applicable law and the organizational and governance documents of the Grantee.
 - c. they and the Grantee understand that PEMA will rely on these representations and confirmations in its subsequent review and execution of this agreement.
 - d. they are submitting official information to the Commonwealth.
 - e. they are aware that any false statement(s) made to PEMA or the Commonwealth related to this grant may subject them to substantial civil and criminal penalties, including 18 Pa. C.S. § 4904 (relating to unsworn falsification to authorities).

[SIGNATURE PAGE IMMEDIATELY FOLLOWS]

The parties, through their authorized representatives, have signed this agreement on the dates indicated below.

LANCASTER COUNTY

**COMMONWEALTH OF PENNSYLVANIA
PENNSYLVANIA EMERGENCY
MANAGEMENT AGENCY**

To Be Signed Electronically
Signature _____ Date

To Be Signed Electronically
Director or Designee _____ Date

SAP Vendor No.: 139096

APPROVED AS TO FORM AND LEGALITY:

To Be Signed Electronically
Office of Chief Counsel _____ Date

Form Pre-Approval # 30-FA-20.0

Office of General Counsel _____ Date

Form Pre-Approval # 30-FA-20.0

Office of Attorney General _____ Date

APPROVED:

To Be Signed Electronically
Comptroller _____ Date

C950005452
Funds Commitment Number

LANCASTER COUNTY HMRF PROJECT BUDGET



Pennsylvania
Emergency Management Agency

DGM-28



Grant Reporting Period: July 1, 2025 - June 30, 2026
Subrecipient Name: Lancaster County

Grant Award: \$28,072.00
Project Total: \$28,072.00
Funds Expended: \$0.00

Version 20250421

Project #	Project Category	Budgeted Item	Original Projected Budget Amount	Project Reallocation Requested	Project Reallocation Approved	Total Project Amount	Project Funds Expended	Project Balance
1	Develop emergency planning & response capability	Haz Mat Station Utilities	\$4,675.00			\$4,675.00	\$0.00	\$4,675.00
2	Develop emergency planning & response capability	Haz Mat Team Insurances	\$23,397.00			\$23,397.00	\$0.00	\$23,397.00
TOTALS			\$28,072.00	\$0.00	\$0.00	\$28,072.00	\$0.00	\$28,072.00

ATTACHMENT B



pennsylvania
EMERGENCY MANAGEMENT AGENCY

PEMA Directive

Number:	D2022-01
Effective Date:	January 24, 2022
Termination Date:	NA
Rescinds Directive Number:	D2001-01

Subject:
Act 165 Revenue Expenditure Requirements

Scope:
Counties in the Commonwealth of Pennsylvania

- Distribution:**
- www.pema.pa.gov
 - Directors, PEMA Area Offices
 - Chairpersons, County Boards of Commissioners/County Executives
 - County Coordinators
 - Chairpersons, County Local Emergency Planning Committees

By Direction of:



David R. Padfield, Director
PA Emergency Management Agency

I. PURPOSE

- A. The authority for this directive is identified within Sections 207, 208, 210 and 302 of the Hazardous Material Emergency Planning and Response Act (Act 165), 35 P.S. § 6022.201(g)(10) and 35 P.S. § 6022.209(a). It provides the Commonwealth of Pennsylvania and the State Emergency Response Commission (SERC) with the requirement, power, and duty to prescribe standards and guidelines for the expenditure of Act 165 generated revenues and grant funds. As the delegate of the SERC, and by virtue of this Directive, the Pennsylvania Emergency Management Agency (PEMA) is establishing specific criteria and standards for the use and management of Act 165 expenditures in the Commonwealth of Pennsylvania.
- B. The expenditure policy explained herein applies to all Act 165-generated revenues at the county level to include the following:
1. Chemical and planning fees collected by the county from owners or operators of facilities subject to the payment of Act 165 fees, as established by county ordinance.
 2. Private donations provided specifically to support a county's hazardous materials safety program.

Comments and Questions Regarding this Directive Should be Directed to:
Bureau of Technological Hazards, Hazardous Materials Division, 717-651-7076

3. Penalties and fines collected by the county for violations of the provisions of Act 165.
4. Interest accrued on Act 165 revenues listed above and on grant funds provided under Act 165.
5. Emergency management grants awarded annually to counties from the State's Hazardous Material Response Fund (HMRF).
6. Funds received as reimbursement for Act 165 revenue expenditures in response to hazardous materials incidents.

II. AUTHORITY AND REFERENCES

- A. PA Emergency Management Services Code 35 Pa.C.S. §7101 *et seq.*, as amended.
- B. Hazardous Material Emergency Planning and Response Act, Act 165 of 1990, P.L. 639, No. 165, as amended, 35 P.S. §6022.101 *et seq.*
- C. PEMA Directive D2019-01 Hazardous Materials Emergency Response Preparedness (HMERP) Annual Report Requirements

III. GENERAL INFORMATION

- A. Section 207(b)(1) of Act 165 requires that all counties in the Commonwealth of Pennsylvania establish "a non-lapsing restricted account to be known as the Hazardous Material Emergency Response account (HMER)." In addition, Section 207(b)(1) of Act 165 states, "The account shall consist of revenue from fees authorized by this section, county, Federal or State funds, grants, loans or penalties and any private donations provided to finance the hazardous material safety program. Expenditures from the account shall be authorized by the county consistent with the needs identified in the periodic report prepared in accordance with guidelines established by PEMA."
- B. Each county is required by Act 165 to have a hazardous material safety program. In some counties the total cost of the program can be funded with the fees and fines authorized to be collected from facility owner/operators as authorized by the Superfund Amendments and Reauthorization Act (SARA). In others, a portion of the program costs is assumed by the county. The county Local Emergency Planning Committee (LEPC) is responsible for the management of the county hazardous materials safety program.
- C. In accordance with Act 165, the LEPC in each county will manage and approve expenditures of Act 165-generated revenues in accordance with this Directive, and the Hazardous Materials Safety Program Expenditures Guide. The Expenditures Guide will be published annually, or as required, as a detailed guide for allowable,

unallowable, and special request or conditional purchases using Act 165-generated revenues and grant funds.

IV. BUDGET AND RECORDS

This Directive is in accordance with Commonwealth accounting best practices and methods, which require that all counties maintain a dedicated budget and expenditure plan specifically for Act 165-generated revenues.

- A. This budget is reportable to PEMA in the annual county HMER Report and is required to be maintained as a county record.
- B. Annual budgets and spending plans must provide detailed accounting of all revenues and expenditures of the county restricted HMER account.
- C. The HMRF grant program under Act 165 is intended to enhance the county's hazardous material safety program through the supplementation of funds.
- C. Budget shortfalls should be reported to PEMA as unmet needs on the county annual report in accordance with PEMA Directive D2019-01, *Hazardous Materials Emergency Response Preparedness (HMERP) Annual Report Requirements*.
- D. Unmet needs are items to which the annual HMRF grant from the State may be applied if they fall within one of the seven eligible costs listed in Section 208(c) of the Act.
- F. The county restricted HMER account budget, spending plan, and account balance are required to be reported to PEMA annually through the county annual HMERP report or by the request of PEMA, as required.

V. AUDIT

All Act 165-generated revenues are subject to financial audit and compliance with Act 165 and this Directive. PEMA will conduct annual random audits of all county HMER accounts and Act 165-generated revenues to include grants. Counties, as part of the audit process and at the request of PEMA, must provide HMER account revenues and expenditure reports, invoices, receipts, equipment purchase, and equipment issue/disposition records.

VI. ALLOWABLE EXPENDITURES

- A. Allowable expenditures must meet the requirements listed below, including any details as published in the Hazardous Materials Safety Program Expenditures Guide. While this Directive and the Expenditures Guide do not encompass every possible purchase, they provide guidance on what can and cannot be purchased and the parameters for purchasing items that fall outside these guidelines. Any projects utilizing any Act 165 funds (grant/non-grant) that do not meet the below requirements must be submitted for approval on a Grant Activity Request Form.

The Grant Activity Request Form does not alleviate the requirement to include these projects on a county's budget submission.

1. Act 165 revenues, including grant funds and interest earned by Act 165 revenues in the county's Hazardous Material Emergency Response Account, are to be expended only for the county hazardous material safety program. They are not to be used to fund general county expenditures, nor to fully fund the costs of general emergency management/public safety items and activities.
 2. No county employees or elected or appointed officials (e.g., commissioners, the treasurer, the comptroller, and county purchasing staff), except the county emergency management agency staff or others who work directly in the hazardous materials safety program, may be paid, or compensated with funds generated by or under Act 165.
 3. Act 165 establishes the following limitations on HMRF funds:
 - a. Up to 10% may be expended on training programs
 - b. Up to 10% may be expended for public and facility owner education, information, and participation programs
 - c. Up to 10% may be used for the general administrative and operational expenses of this Act
 - d. The remaining revenue in the fund shall be used as grants to support the activities of counties under this Act, as described in Section 208 of Act 165
- B. Allowable expenditures under each hazardous materials response program area as per Act 165 are listed below with further details and restrictions in the Hazardous Materials Safety Program Expenditures Guide.
1. Preparation of a periodic report on the county's hazardous material safety program.
 - a. Acquisition of computers, peripherals, and office equipment (Note: maintenance of such equipment is not an eligible allowance)
 - b. Costs associated with development of required program activity reports
 - c. Any costs directly related to an audit of the Hazardous Material Emergency Response Account in compliance with Act 165
 2. Developing, updating, & exercising emergency response plans (ERP)
 - a. Planning associated with hazmat training and exercises.
 - b. Replenishment of consumable supplies used in hazmat training and exercises.
 - c. Planning costs associated with developing hazardous materials Emergency Response Plans.

3. Public information functions
 - a. Costs associated with making facility off-site emergency response plans available to the public in accordance with SARA, Title III
 - b. Cost of advertising of meetings in accordance with Sunshine Act
4. Collecting, documenting, and processing chemical inventory forms and other documents required by SARA, Title III
 - a. Office supplies, telephone usage, postage, printing/document reproduction
 - b. Software purchases and license fees which are directly related and necessary for the county hazardous materials safety program
 - c. Cost of billing and collecting chemical and planning fees, records keeping, files maintenance of Act 165 documents
5. Develop emergency planning & response capability
 - a. Travel expenses for county employees, LEPC members or representatives, and rostered members of the county's HMRT for the purpose of attending approved training and exercises. (Travel expense payment is not to exceed current approved State rates.)
 - b. Hazmat response training for emergency response personnel in accordance with PEMA Directive D2021-01 or most current revision, National Fire Protection Association (NFPA) hazardous materials response training standards, and the National Incident Management Systems (NIMS).
 - c. Technical and other advanced hazmat training for rostered members of the county's HMRT as needed at the discretion of the LEPC, to include specialized training for response to incidents of terrorism, particularly those involving employment of weapons of mass destruction (WMD).
 - d. Decontamination training or exercises for all emergency response personnel; to include radiological decontamination if the county does not receive funding from the Radiological Emergency Response Fund (RERF).
 - e. Authorized training expenditures, all of which must meet the reasonable and prudent current practice standard. See Expenditures guide for further details.
 - f. Supplies and equipment as per Directive D2019-02 or most current revision. Some items may be purchased for state-certified teams only. See Expenditures guide for further restrictions.
 - g. Unmanned Aerial Vehicle (UAV). Equipment only and must comply with details outlined in the Expenditures guide.
 - h. Hazardous materials response vehicles and trailers. Must comply with details outlined in the Expenditures guide.

6. LEPC Operation and Administration costs
 - a. Costs associated with development of grant applications
 - b. Personnel costs to support the hazardous materials safety program
 - c. Cost of preparing, storing, and printing meeting minutes
 - d. Volunteer Emergency Service organization reimbursement: Response costs for a volunteer emergency service when acting in support of a certified HMRT, and the responsible party is unknown or unable to pay. Limited to \$1000/response and authorized by LEPC.

VII. UNALLOWABLE EXPENSES

- A. Items that are not utilized to directly support the hazardous materials safety program are not authorized to be purchased with funds generated by Act 165. PEMA has discretion over the purchase of any items purchased with Act 165-generated revenues.
- B. Examples of unallowable expenditures:
 1. Cellular phones, in excess of those required in Directive 2019-02 as amended
 2. Cellular internet access points, in excess of those required in Directive 2019-2 as amended
 3. Class A foam
 4. Fire Department Instructors Conference (FDIC) International
 5. Late fees on authorized purchases
- C. Other specifics are included in the Expenditure Guide.

VIII. LEPC PURCHASES WITH HMER FUNDS

Act 165 directs county treasurers to establish a non-lapsing restricted account, which consists of revenue from fees authorized by the act, to be used to support the hazardous materials safety program and specifically the needs identified in the annual report.

If an LEPC determines there is a need that either does not fall under the allowable expenses, or is identified as needing further approval, the county must complete a special activity request by using the Grant Activity Request Form. This will allow for timely review and feedback from the appropriate division at PEMA.

IX. GRANT ACTIVITY REQUESTS

Acknowledging that needs and priorities may change after submission of the HMRF budget, a process has been established to request a change, or special activity. This process will be the only accepted way to request a change to projects or to request extensions and special activities.

- A. Request process: Guidance on how to request a change is included in the Expenditures Guide and included in the Grants Management Program Updates as distributed by the Grants Management Division
- B. Approval/denial:
 - 1. After review by the appropriate divisions within PEMA, the county will be notified if the request was approved/denied.
 - 2. While PEMA works with counties to approve as many requests as possible, there may be instances where requests may be denied. Some situations that may necessitate denial include inappropriate project, failure to submit required documentation, excessive requests, funds are exhausted, etc. This list is not complete, and any denial will be discussed with the county.
- C. Request Types:
 - 1. Extension – Used to request more time to complete projects. Must include justification.
 - 2. Reallocation – Utilized for transferring money from one approved project to another. Changes of less than 10% of the approved budgeted project cost do not require an activity request.
 - 3. Addition/Deletion – For the addition or deletion of projects after the original budget has been approved.
 - 4. Multi-year, Multi-County and Special Activity – See below for more information.

X. MULTI-YEAR PROJECTS (HMRF GRANT FUNDS ONLY)

- A. Some projects and expenditures may exceed the HMRF grant funds allocated to a county in a single grant year. As such, a process has been established to request encumbering funds for a multi-year project. This process will be the only acceptable way to encumber funds for a multi-year project:
 - 1. Submit multi-year purchase request as outlined in the current year Expenditure Guide.
 - 2. Upon approval, indicate on the DGM-28 in the “Budgeted Item” column the item description and “MULTI-YEAR PROJECT” plus the tracking number assigned (i.e., HMRF 2021-015)
 - 3. Each subsequent year in which monies will be encumbered shall have the information above included.
 - 4. The year in which the final purchase is made shall have the words in outline above, plus “FINAL” added to the “Budgeted Item” column.
- B. Examples of acceptable multi-year projects are included in the Expenditure guide.

XI. MULTIPLE FUNDING STREAM PURCHASES

Act 165 revenues may be used to fund multi-hazard/multi-program items provided that the percentage of the item's cost that is funded by Act 165 revenues is equivalent to the percentage of that item's use in the county's hazardous material safety program. For example, if the item will be used 50% of the time for the hazardous materials safety program, then 50% of the item's cost may be funded by Act 165 revenues. County Emergency Management Coordinators, or higher approval authority, may determine which percentages are appropriate when utilizing county specific Act 165 revenues.

A project justification may be required at the request of PEMA to clarify the request.

XII. MULTIPLE COUNTY PURCHASES

Counties may use HMER Account and/or HMRP grant funds for collaborative, or split, purchases with other counties provided the purchases are in accordance with this Directive and the current year Expenditures guide.

Counties may also collaborate to provide critical resources for a hazardous materials response team using hazardous materials funds. For example, counties which all have the same PEMA state-certified HMRT may split the purchase of equipment for the HMRT. These purchases must be requested through the process outlined in the current year Expenditures guide.

One county should be designated as the primary county to ensure accountability and proper disposition of the equipment purchased. In the event that the HMRT the equipment was purchased for no longer provides coverage to a contributing county, that county may request reimbursement for the amount contributed. If the HMRT which received the critical resource is no longer a state-certified team, regardless of cause, they shall immediately return or reimburse the primary county for the equipment. The primary county shall have the duty to coordinate with other participating counties to ensure proper disposition.

XIII. SPECIAL ACTIVITY

Not every project can be placed into one of the above categories, yet special attention may still be needed. A county must use the Grant Activity Request Form to submit these projects to PEMA for approval.

This category may be used to submit supporting documentation (i.e., quotes), agreements, or other information requested to support decision-making on a project.

XIV. ASSET MANAGEMENT AND DISPOSITION

Act 165-generated funds may be used to purchase various types of items. While some expenses are intangible (i.e., salaries), other purchases are for tangible items such as consumable/non-consumable equipment.

Outlined below are some basic asset accountability practices for items purchased in whole or in part with funds generated under Act 165. This is not intended to replace/alter any county-based accountability processes, but rather to supplement existing policies to safeguard purchases using these funds.

- A. Consumable items. These are items that must be replaced regularly because they reach end of life or are used up, and cost is less than \$1,000 per item (i.e., pads, socks, adsorbents/absorbents, seals, colorimetric tube). No special tracking required. Recommend log of external departments supported and quantity supplied.
- B. Non-consumable items. These are items which are reused numerous times (i.e., computers, 4-gas meters, turn-out gear, vehicles), or items that exceed \$1,000 per item (i.e., encapsulating suits, specialty equipment).
- C. Equipment inventory with issue log, yearly verification, and final disposition.
- D. Non-consumable items are subject to audit

XV. DOCUMENTATION REQUIREMENTS (FOR HMRF GRANT FUNDS)

- A. A DGM-28 Expenditures and Final Report detailing all project activities completed during the grant performance period is due by July 30. The format and procedure for submitting the report will be outlined in the yearly HMRF Grant Guidelines attachment to the county coordinator.
- B. Each report is to include the following:
 - 1. All supporting documentation for the expenses incurred
 - 2. Copies of paid invoices with descriptions of expenses
 - 3. Proof of payment for each expenditure
 - 4. Any other documentation supporting the expense (i.e. final quote, executed contract, purchase order, agenda, sign-in sheet, etc.)
- C. Acceptable documents providing proof of payment are:
 - 1. Cancelled check
 - 2. Bank statement showing paid funds
- D. Acceptable supporting documentation varies depending on the item. Such documentation may include:
 - 1. Payroll report from county-generated accounting system identifying hours worked and paid to each applicable employee by pay period, with costs annotated and highlighted
 - 2. Receipts for travel-related expenses
- E. For courses held by the county

1. Syllabus (if applicable)
 2. Sign-in Sheets
- F. For training and conferences: Sign-in sheet and syllabus if training or meeting is hosted by the county
- G. For exercises (must meet Homeland Security Exercise Evaluation Program (HSEEP) guidelines)
1. Copy of EXPLAN or Scenario
 2. Copy of After-Action Report or Improvement Plan from the Corrective Action Plan
- H. For training supplies or equipment
1. Copy of contract or purchase order showing deliverable
 2. Purpose of the supplies
 3. Hand receipt showing disposition of purchased equipment

XVI. INFORMATION

For additional information or answers to your questions, please contact the Bureau of Technological Hazards, Hazardous Materials Division at 717-651-7076.

Carbon Copy:

- Office of the Director
- Office of the State Fire Commissioner
- Deputy Director for Operations
- Director of Administration
- Director, Innovation & Business Transformation
- External Affairs Office
- Communications Office
- Chief Counsel's Office
- Legislative Affairs/Policy Office
- Bureau of Technological Hazards
- Bureau of Planning, Training, and Exercise
- Bureau of Grants Management
- PEMA Area Offices



Hazardous
Materials
Response Fund
(HMRF) Grant
Program

Administrative
Guide



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Executive Summary and Overview

The Hazardous Materials Response Fund (HMRF) and the Hazardous Material Emergency Response (HMER) account provide critical financial assistance to counties within the Commonwealth of Pennsylvania. These funds are intended to mitigate risks to public health, property, and the environment associated with the production, storage, transportation, and disposal of hazardous materials. By supporting emergency planning and response efforts, program funds also assist countries in meeting federal and state regulatory requirements.

Specifically, the HMRF and HMER programs support compliance with the Emergency Planning and Community Right-to-Know Act of 1986, 42 U.S.C. §§ 11001 *et seq.*, specifically Sections 301 and 303, and the Hazardous Material Emergency Planning and Response Act, 35 Pa.C.S. §§ 6022.101-6022.307.

The Pennsylvania Emergency Management Agency (PEMA) administers the HMRF Grant Program with the aim to strengthen local Hazardous Materials Response Teams (HMRTs) and advance chemical preparedness across the Commonwealth. A primary goal is to ensure that grant funds are used efficiently and effectively to enhance safety for emergency responders and the public.

Administrative Guidance

The following legal authorities and requirements govern the use of HMRF funds and grant activities:

- Emergency Management Services Code, 35 Pa. C.S. §§ 7101-7707, as amended.
- Emergency Planning and Community Right-to-Know Act of 1986, 42 U.S.C §§ 11001 et. seq. ("SARA Title III")
- Hazardous Material Emergency Planning and Response Act, 35 Pa.C.S. §§ 6022.101-6022.307 ("Act 165")
- PEMA Directive D2022-01: Act 165 Revenue Expenditure Requirements
- The grant agreement between the Commonwealth of Pennsylvania and the county

Chapter 1: Application and Award

Overview of the Application Process

Any county that has a chemical facility within its jurisdiction is required to submit an annual chemical report to the Pennsylvania Department of Labor and Industry in March of each calendar year. The allocation of HMRF grant funds is determined by PEMA using a statutory formula based on total available funding and data from the annual chemical reports.

The HMRF grant application involves a two-step process:

1. Submitting an application into the Electronic Single Application (ESA) system.
2. Completing the DGM-28 Budget and Expenditure Report (DGM-28 Form) and uploading it to the Hazmat Division SharePoint page, which is available at: <https://spportal.penndot.pa.gov/pemahazardousmaterialsdivision/HAZMAT%20Grants/Lists/Grants%20Folders/Tiles.aspx>

PEMA will notify eligible applicants via email once the ESA application period opens. At that time, each eligible entity may apply to receive an award allocation. Once allocations are determined, each eligible entity will be able to access its allocation through the DGM-28 Form on the Hazmat Division SharePoint page.

Performance Period

The grant period of performance is the timeframe during which a grantee may incur costs and carry out grant-related activities authorized under the award. Costs incurred and activities performed outside of this period are not eligible for reimbursement or other payment under the program. The HMRF grant period of performance aligns with the state fiscal year, beginning July 1 and ending June 30 of the following year.

Online Application Submission Process

PEMA will notify all county emergency management coordinators via email once the online application opens. All applications must be submitted prior to the deadline stated in the email announcement.

Applications must be submitted through the ESA system, which can be accessed at: <https://grants.pa.gov/>. PEMA will not accept applications that are late, incomplete, or not submitted in the required format.

Grant Award

After allocations are determined, PEMA Grants Management will post the updated DGM-28 Form on the Hazmat Division SharePoint page. Grantees must download a clean copy of the DGM-28 Form and select their county from the drop-down menu to automatically populate the award amount.

Budget Submission

Grantees will submit their project budgets after PEMA determines the award allocation and posts the updated DGM-28 form. Grantees must complete the budget tab in the updated DGM-28 Form and submit it via the Hazmat Division SharePoint page by the deadline established by PEMA Grants Management.

All budget submissions must be fully itemized and include sufficient detail to demonstrate clear and accountable use of funds. Submissions with generalized expenditure categories exceeding \$1,000 will be returned for revision and clarification.

Examples of Acceptable Budget Line Items:

- 4 Level A suits – \$8,000
- Safety glasses, leather gloves, hard hats – \$1,800
- 4 gas meter calibrations (3 units) – \$1,500

Examples of Unacceptable Budget Line Items:

- PPE – \$3,000
- Equipment replacement – \$4,000
- Exercise – \$2,000

If a grantee needs to make any changes to its project budget, including reallocating funds between projects or modifying previously approved activities, the grantee must submit a request to PEMA via the online Grant Activity Request form. Requests must include supporting documentation, such as vendor estimates/quotes for equipment or services, draft agendas for training courses, or other justification for the requested change(s). Additional instructions for submitting a Grant Activity Request are provided in Chapter 2.

Application Review and Evaluation

All DGM-28 Form submissions received by the specified deadline will be screened and evaluated by a review team composed of staff from PEMA's Bureau of Grants Management, Bureau of Technological Hazards, and the designated PEMA Area Office.

PEMA will review each application in accordance with PEMA Directive D2022-01: Act 165 Revenue Expenditure Requirements to ensure conformance with the goals and objectives outlined in Act 165 and applicable PEMA guidance.

During the review process, applicants may be asked to correct or clarify budget items and other information provided in their application. PEMA staff will work directly with applicants to address

any such issues.

Projects that do not meet the specified requirements will be deemed unacceptable and will not receive funding. The designated PEMA Area Office will promptly notify the county affected by this determination.

Grant Agreements

After grant awards and budgets are finalized, PEMA will send grant agreements electronically to counties for review and signature. Each agreement covers a 12-month period of performance (POP). Authorized signatories—typically County Commissioners or other designated county officials—will receive an email with access to the online eSignature portal to execute the grant agreement.

Grantees may begin incurring eligible grant expenditures on the first day of the POP.

Payment

After executing the grant agreement, PEMA may reimburse or advance up to 100% of the awarded funds to counties through Automated Clearing House (ACH) payment. If a county has changed bank accounts since the previous year, it must:

- Notify PEMA immediately.
- Complete a new DGM-04 Bank Account Verification Form.
- Register the new bank account with the Vendor Data Management Unit via the Office of the Budget website at https://www.pa.gov/services/budget/1_1_8-non-procurement-vendor-help.

Failure to update this information in a timely manner may delay the county's payment.

Chapter 2: Grant Modifications and Revisions

Grant Extensions and Project Modifications – Grant Activity Request Form

At its discretion, PEMA may approve a grantee's request for project modifications or an extension to complete a project under extenuating circumstances.

Project modifications are only appropriate when circumstances require a change in the project scope, such as additions, revisions, or cancellation due to a re-evaluation of priorities, updated risk assessment, or needs assessment.

A grantee must complete and electronically submit a Grant Activity Request form for any project modification or extension request no later than 30 days prior to the end of the POP. Submissions less than 30 days from the POP end date may be denied. Detailed instructions on how to submit this form are provided in Chapter 9.

The request form must be submitted for any of the following changes:

- **Extensions:** Requests for additional time to complete a project.
- **Reallocations:** Changes in the distribution of approved funds between budget categories or projects.
- **Project Additions/Deletions:** Requests to add, remove, or modify projects from the

approved plan.

- **Multi-Year Projects:** Submissions for projects extending beyond a single grant period.
- **Multiple County Projects:** Requests involving collaboration across counties.
- **Special Activity Requests:** For activities outside of the standard project scope that require approval.

Chapter 3: Expenditure Guidelines

Section 208 of Act 165 defines allowable costs for HMRF grant funding, which includes the following expenditure categories:

- **Development of Reports:** Creation of periodic reports as required by Section 204(b.1) of Act 165.
- **Emergency Response Plans:** Developing, updating, and exercising emergency response plans as mandated by Section 303 of SARA Title III.
- **Public Information:** Conducting public information and facility owner education programs under Section 324 of SARA Title III.
- **Chemical Inventory Processing:** Collecting, documenting, and managing chemical inventory forms in compliance with SARA Title III.
- **Emergency Response Capabilities:** Enhancing planning and response capabilities for hazardous material releases, including related training, equipment, and supplies.
- **Local Committees Support:** Funding for the operation and administration of local emergency planning committees (LEPCs).
- **Volunteer Emergency Services:** Reimbursement of response costs for volunteer emergency services as outlined in Section 207(b)(1) of Act 165.

The following guidelines provide detailed information and instructions regarding the use and management of HMRF grant funds. These guidelines supersede all previous versions and take effect on January 30, 2025. While the document includes examples of allowable expenses, the list is not exhaustive. The absence of a specific example does not mean an expense is ineligible. PEMA will evaluate all proposed projects based on the needs identified in each county's annual report and in accordance with the availability of grant funds.

For questions or additional guidance, please contact the appropriate PEMA area office.

General Guidelines

- **Allowable Expenditures:** Costs are considered allowable when they are reasonable, necessary, and directly applicable to the approved project, in accordance with the *Act 165 Revenue Expenditure Requirements Directive (D2022-01)*.
- **Conditionally Allowable Expenditures:** Certain costs may be allowable only after review and formal approval by PEMA.
- **Unallowable Expenditures:** Costs that are prohibited by law, regulation, PEMA directives, or the Pennsylvania HAZMAT Safety Program are not eligible for reimbursement.

- **Activities Requiring Prior Approval:** The following activities require submission of a **Grant Activity Request Form** to PEMA for prior approval:
 - Activities not included in the original approved grant application.
 - Revisions to the project budget.
 - Extension requests.
 - Fund reallocations.
 - Special requests for activities outside the approved project scope.

Additionally, certain legal documentation must be completed in the Electronic Single Application for Assistance (ESA) system.

Chapter 4: Allowable Cost Categories

The following expenses are exclusively for **HAZMAT and/or LEPC use only**. These expenditures are not eligible for general emergency management use. Allowable expenses must be directly related to and supportive of activities outlined in Act 165. Supporting documentation may be required for approval.

Examples of allowable expenses for HMRF funding under each hazardous materials response program area, as defined by Act 165, include:

Program Reporting and Planning

- Preparation of periodic reports on the county's hazardous materials safety program.
- Developing, updating, and exercising emergency response plans (ERPs).
- Gap analysis to enhance planning objectives.
- Hazardous materials risk analysis and commodity flow studies.
- Public information functions and costs associated with making facility off-site emergency response plans available to the public in accordance with SARA Title III.
- Costs of advertising meetings in compliance with the Sunshine Act.
- Collecting, documenting, and processing chemical inventory forms and other documents as required by SARA Title III.

Technology and Software

- Computer equipment dedicated to hazardous materials safety program activities (maintenance of such equipment is not a grant-covered expense).
- Software purchases and license fees directly related to, and necessary for, the county hazardous materials safety program.
- Plume modeling software (e.g., PEAC) and simulation software for HAZMAT training.

Administrative Costs

- Office supplies, telephone usage, postage, and printing/document reproduction.
- Cost of billing and collecting chemical and planning fees, as well as record-keeping and file maintenance of Act 165 documents.
- Cost of preparing, storing, and printing meeting minutes

Training and Exercises

- HAZMAT training for emergency response personnel in accordance with PEMA Directive

D2022-01, as amended.

- Travel expenses for county employees, LEPC members, or rostered members of the county's HMRT for attending approved training and exercises (travel expenses should not exceed current approved Commonwealth rates).
- Technical and advanced HAZMAT training for rostered members of the county's HMRT, as needed and at the discretion of the LEPC.
- Decontamination training or exercises for all emergency response personnel, including radiological decontamination if the county does not receive funding from the Radiological Emergency Response Fund (RERF).

Equipment and Supplies

- HAZMAT training suits, non-PFAS (Fluorine-Free) Class B foam, training foam, and lithium battery suppression and/or containment items.
- Supplies and equipment listed in the HMRT equipment directive for state certified HMRTs.
- Appropriate supplies and equipment directly related to the response level of the receiving entity.
- Communications equipment for HMRT response.

Operational Costs

- LEPC operation and administration costs.
- Costs associated with the development of grant applications.
- Food and drinks for meetings related to hazardous materials response or safety programs.
- Expenses counted as matching funds toward other grant program or cooperative agreement funding that is intended to be used to carry out the provisions of Act 165.

Chapter 5: Conditionally Allowable Expenditures

Certain expenditures may be eligible for HMRF funding on a case-by-case basis, subject to prior approval and submission of a Grant Activity Request Form. Appropriate documentation must be maintained and submitted as part of the funding request. Examples of expenditure categories that are conditionally allowable include:

Small Unmanned Aerial System (sUAS)

- Funding is limited to equipment costs only. (Training expenses are not eligible for reimbursement or payment).
- Each authorized pilot must submit:
 - A valid FAA Remote Pilot Certificate with a sUAS rating.
 - If applicable, a FAA Certificate of Waiver or Authorization.
- Proof of sUAS registration must be included with the county's annual report.

Multi-purpose Equipment

- Fire services may also utilize some equipment used in HAZMAT response. To ensure Act 165 funds are properly allocated for HAZMAT capabilities, the following items require justification and approval if the county does not directly support a state certified HMRT or does not receive support from a Contract HMRT:
 - Self-Contained Breathing Apparatus (SCBA)

- Thermal Imaging Cameras
- Gas Meters
- Watercraft
- Pumps (excluding transfer pumps)

Specialized Training

- Specialized training not included in the recommended training table may be eligible for funding if it is necessary to meet the county's specific hazardous material safety program needs.
- Required documentation for PEMA review and approval:
 - A detailed class syllabus
 - A training outline

Meals

Non-alcoholic beverages and food items may be allowable under the following conditions:

- For training sessions or meetings exceeding 3 hours in duration or when such events are held during designated mealtimes.
- During training activities or exercises where meals and hydration are necessary for the health and safety of participants.

HAZMAT Response Vehicles

- "Take-home" vehicles are not eligible for funding.
- "Duty-officer" vehicles may be eligible for funding, but only as a percentage-based purchase, proportional to the vehicle's use for HAZMAT purposes.
- Lease payments for HAZMAT-specific vehicles may be allowable under certain conditions, provided the leased vehicle aligns with Act 165 purposes and requirements.

Promotional Products

- Promotional items may be eligible for funding if they meet the county's public information and disclosure obligations under Section 324 of SARA Title III.
 - Items must be specifically attributed to the Hazardous Materials Safety Program or LEPC.
 - PEMA may request samples or images of the promotional products as part of the funding request.

Personnel Salaries

Salaries for personnel performing HAZMAT-related duties may be eligible for funding under the following conditions:

- A job description must be submitted with the funding request.
- The request must include either:
 - The average percentage of salary being reimbursed by HMRF funds, documents on each payroll; or
 - Time-based records showing the specific hours worked on HAZMAT-related duties within a pay period.

Mileage Reimbursement

- Reimbursement is only allowable for agency-owned vehicles.
- Only travel for training and conferences is eligible.
- A detailed travel log must be maintained and include the following:
 - Start and end mileage
 - Start and destination addresses
 - Reason for travel
 - Driver's name
 - Number of passengers (if applicable)

Pro Board[®] Accreditation and Membership Fees

- Funding is only allowable for the following certifications: HAZMAT Awareness, HAZMAT Operations, HAZMAT Technician, Incident Commander, and Confined Space.

Chapter 6: Unallowable Expenditures

The following expenditures are not eligible for HMRF funding. These items or expenditure categories are considered unallowable because they do not directly benefit the Hazardous Materials Safety Program, duplicate services or capabilities already provided by state systems, or fall outside the intent and scope of Act 165.

1. Pennsylvania Tier II System (Labor and Industry databases)
2. WebEOC (EOC - Emergency Operations Center) or other emergency management situational awareness software
3. Entertainment costs
4. Foreign travel
5. Purchase of Chinese Manufactured Drones including DJI and Autel
6. Purchase of cellular or satellite devices, except those required by the HMRT equipment directive.
7. Membership fees and subscriptions
8. Fire Department Instructors Conference (FDIC)
9. Class A Aqueous Film-Forming Foam (AFFF)
10. Late fees incurred on purchases.
11. Active Shooter Training
12. Pandemic Flu Training
13. Joint Terrorism Task Force (JTTF) Exercises
14. Overtime for trainees and other employees who "backfill" positions of trainees during training periods.
15. Courses not related to HAZMAT emergency response or the incident command system.
16. Emergency Preparedness Presentations to Childcare Providers
17. School Violence Prevention
18. Stipends
19. Real Property Expenditures for the lease and/or purchase of real property using HMRF/HMER funds are not allowable.

This list is not exhaustive. Grantees are responsible for ensuring that all funding requests are reasonable, necessary, and clearly aligned with the objectives of Act 165 and the Hazardous

Materials Safety Program.

Chapter 7: Examples of Suggested Training Courses, Classes, and Conferences

HMRP funds may be used to support training for responders involved in HAZMAT response.

Additionally, when HMRP funds are used as a required match for other grants, they may be allocated toward operational needs, such as:

- Equipment and tool purchases
- Replacement of items expended or damaged during HAZMAT response

Pre-approved Training Courses and Conferences

The following training courses and conferences are **pre-approved** for inclusion in budget submissions. These offerings are recommended due to their relevance to HAZMAT response and safety.

- Pennsylvania HAZMAT Technicians Annual Conference
- International HAZMAT Conference, hosted by the International Association of Fire Chiefs
 - (IAFC)
- Industrial Fire Fighting (including rail yards, fuel
 - transfer facilities, ports)
- HAZMAT Basic Life Support / Advanced Life Support
- Marine Operations (Firefighting and HAZMAT)
- Explosive Ordnance Disposal/Explosives (Including transportation of explosives)
- Intermodal Tank Specialty
- Flammable Liquid Bulk Storage
- Radioactive Material Specialty in Transportation
- Crude Oil Training
- Ammonia, Ethanol, and Chlorine Response
- Developing a Plan of Action
- Transportation Exercises
- HAZWOPER Training: Hazardous Waste Operations and Emergency Response Standard
 - (with transportation tie-in)
- Confined Space Rescue
- Chemistry for Emergency Responders
- Airport Rescue Fire Fighting (Aircraft response and rescue)
- Tank Car Specialty
- Marine Tank Vessel Specialty
- Flammable Gas Bulk Storage
- First Receiver Awareness Training
- Cargo Tank Specialty
- Alternative Fuels in Transportation
- Chemistry of HAZMAT (Parts I & II)

- Surveying a HAZMAT Incident
- HAZMAT for Emergency Medical Services (EMS)
- HAZMAT Containers
- HAZMAT Level B Dress-Out and Decontamination
- HAZMAT Containment and Control
- Pro Board® Certification for HAZMAT Training Courses
- HAZMAT IQ Training (Above and Below the Line, Advanced IQ & Tox Medic, etc.)
- Weapons of Mass Destruction (WMD) Terrorism Courses
- Mobile Meth Lab Training
- HAZMAT for Dispatchers
- Level A/Level B Personal Protective Equipment Training
- Hazardous Materials Monitoring Refresher
- HAZMAT Technical Decontamination Refresher
- Haz-Cat Training
- Pipeline Incident in Transportation Response Training
- Employee HAZMAT Emergency Response Readiness Training
- Weapons of Mass Destruction (WMD) Radiological Training
- Incident Command System (ICS) Courses:
 - ICS-100: Introduction to the Incident Command System
 - ICS-200: Incident Command System for Single Resources and Initial Action Incidents
 - ICS-300: Intermediate Incident Command System
 - IS-700: National Incident Management System – An Introduction
 - IS-800: National Response Framework – An Introduction
 - Discipline-specific ICS courses
- HAZMAT Courses:
 - HAZMAT Awareness, Operations, Technician, Specialist, and Refresher Courses
 - HAZMAT Incident Commander
 - HAZMAT Officer/Safety Officer

Approval Required for Additional Courses

Any training course, class, or conference **not listed above** must be submitted to PEMA for prior approval. The submission must include:

- Course information, including description and objectives.
- Syllabus or training outline.
- Instructor credentials (if applicable).
- Cost details, including tuition, fees, and any related expenses.

Chapter 8: Supporting Documentation

Final Reports

All grantees must prepare and submit a Final Reconciliation Report detailing all project activities

completed during the POP. The report must be uploaded to the [Hazmat Division SharePoint](#) no later than July 30th of the fiscal year or, if an extension is granted, 30 days after the end of the POP.

PEMA reserves the right to withhold or offset grant funds for non-compliance with these reporting requirements. Failure to submit the report by the deadline may affect eligibility for future grant funding.

Each Final Reconciliation Report must include the following:

- Completed DGM-28 Form with the expenditure tab filled out and submitted as an Excel file in SharePoint.
- Copies of paid invoices with clear descriptions of each expense.
- Proof of payment for each expenditure. Generic entries such as "\$13,000 reimbursement to the County for HAZMAT program" are not acceptable.
- Any additional expenditure-supporting documentation, such as final quotes, executed contracts, purchase orders, training or event agendas, sign-in sheets or attendance rosters, delivery confirmations or shipping documents, etc.

Acceptable Proof of Payment Documentation

- Copy of cancelled check (front and back).
- Copy of bank statement showing the funds have been paid.
- Printout from a computer-generated accounting system with costs annotated and highlighted.
- If the expense was paid by credit card, additional supporting documentation showing the credit card was paid off is required.

Other Acceptable Supporting Documentation

Acceptable supporting documentation may vary based on the type of expense. Grantees are encouraged to maintain detailed records and contact PEMA if clarification is needed for a particular item. Examples of acceptable supporting documents include:

For personnel costs:

- Payroll reports from a county-generated accounting system that identify hours worked and paid to each applicable employee by pay period. Costs should be annotated and highlighted.

For courses hosted by the county:

- Syllabus (if applicable).
- Sign-in sheets or attendance rosters.

For training and conferences:

- Syllabus/Agenda.
- Sign-in sheet or attendance rosters for county-hosted trainings or meetings.

For exercises (must meet HSEEP guidelines):

- Copy of EXPLAN or Scenario.
- After-Action Report/Improvement Plan from the Corrective Action Plan.

For training supplies or equipment:

- Copy of contract or purchase order showing the deliverable/equipment.
- Explanation or description of the purpose of the supplies/equipment.

Chapter 9: Monitoring

PEMA reserves the right to monitor grantees at any time to ensure full compliance with financial and programmatic responsibilities established by HMRF grant guidance, state and federal regulations, the terms and conditions of the grant agreement, and any other applicable requirements.

Purpose of Grant Monitoring

The objectives of PEMA's Grant Monitoring Program include:

- Verifying compliance with all terms, conditions, and allowable uses of grant funds.
- Evaluating the grantee's financial management practices.
- Reviewing programmatic activities and issues as they relate to the grant.

PEMA conducts desk monitoring of a sample of grantees each state fiscal year. Grantees selected for desk monitoring will receive direct email notification from PEMA's Bureau of Grants Management and must submit the following:

- A General Ledger Report or equivalent accounting system report showing receipt of HMRF funds.
- A report from the accounting system showing HMRF-related expenditures, with detailed breakdowns or line-item analysis when expenses are grouped or summarized.
- Documented proof that HMRF funds were deposited into an interest-bearing account clearly showing deposit and account type (e.g. a month-end bank statement).
- A copy of the grantee's records retention policy.

Desk Monitoring

Desk monitoring consists of both a financial and programmatic review of HMRF grant activities—from initial application through grant close-out. During this process, PEMA will:

- Review grantee records already on file.
- Request additional information or supplemental documentation, if necessary.
- Ask clarifying questions to ensure accuracy and compliance with program requirements.

Grantees are expected to respond in a timely manner and provide complete documentation upon request.

Monitoring Report

Upon completion of the desk monitoring review, PEMA will issue a monitoring report within 30 days. If any findings are noted in the report, the grantee is required to prepare and submit a Corrective Action Plan (CAP) within 45 days of issuance of the report.

Corrective Action Plan and Resolution Process

The CAP must include:

- Detailed steps the grantee will take to resolve each finding and prevent future occurrences.
- A timeline for completing each corrective step.
- Identification of the personnel or departments responsible for completing each action.

Once received, PEMA will review the CAP and notify the grantee in writing of one of the following outcomes:

- Acceptance of the CAP, at which point PEMA will continue to monitor for completion of the corrective actions for 90 days.
- Rejection of the CAP, in which case the grantee must submit a revised CAP within 30 days of PEMA's notification.

Failure to resolve findings or submit a CAP by the required deadlines may result in suspension or termination of current or future funding.

Audits

Grantees are responsible for obtaining independent audits as required by Section 204(b.1)(6) of Act 165.

Grantees are expected to maintain complete and accurate records throughout the grant period to support all financial transactions and programmatic activities. Failure to comply with monitoring requirements may impact future funding eligibility.

Chapter 10: Expenditure of Grant Funds

Grantees must obligate and expend all HMRF grant funds within the grant performance period. Any unused advanced funds must be returned to PEMA. Checks must be made payable to "Commonwealth of Pennsylvania" and mailed to the following address:

PEMA

Attn: Fiscal Officer

1310 Elmerton Avenue

Harrisburg, PA 17110

After PEMA reviews final expenditure documentation, a Return of Funds letter will be sent to the grantee. A copy of the letter must be included with the returned check when it is mailed.

Chapter 11: Important Dates and Deadlines

Grantees are responsible for tracking and complying with all key dates in the grant cycle, which include the following milestone deadlines:

- 30 Days Before POP End Date – All Grant Activity Requests must be submitted via Hazmat Division SharePoint.
- Grant POP End Date – All project activities must conclude. *No new activities may occur.*
- 30 Days After POP End Date – Final performance report is due and must be uploaded to Hazmat Division SharePoint.

Chapter 12: Grant Close-out

At the conclusion of the grant period, PEMA will review the submitted final report and all associated supporting documentation submitted by the grantee. Any portion of the funds not supported by adequate documentation for approved project activities must be returned to PEMA in accordance with Chapter 10. Returned funds may include:

- Unused advanced funds
- Earned interest on grant funds
- Disallowed expenses

PEMA will close out the grant once all required documentation has been reviewed and all financial obligations have been reconciled, including the return of any unused, interest, or disallowed funds.

Chapter 13: Program Assistance

For programmatic questions related to the HMRF grant, please email HAZMAT@pa.gov or contact the designated PEMA Area Office.

For administrative or grant management questions directly related to the HMRF grant, please email the PEMA Grants Division at RA-dgmhmgrants@pa.gov.

For ESA technical or access issues, please contact the ESA Help Desk at 833-448-0647 (available Monday through Friday, 8:30 AM - 5:00 PM EST) or email egrantshelp@pa.gov.

ATTACHMENT D

Commonwealth Standard Terms and Conditions Grant Version (Revised - 10/1/2023) Version 2

1. DEFINITIONS

Capitalized terms used in these Commonwealth standard terms and conditions that are not otherwise defined in these provisions have the meanings specified in the agreement to which they are attached.

2. INDEMNIFICATION

The Grantee shall indemnify and defend the Commonwealth against all third-party claims, suits, demands, losses, damages, costs, and expenses, including without limitation, litigation expenses, attorneys' fees, and liabilities, arising out of or in connection with any activities performed by the Grantee or its employees and agents pursuant to this agreement, as determined by the Commonwealth in its sole discretion.

3. NONDISCRIMINATION/SEXUAL HARASSMENT

- a. **Representations.** The Grantee represents that it is presently in compliance with and will remain in compliance with all applicable federal, state, and local laws, regulations, and policies relating to nondiscrimination and sexual harassment for the term of the agreement. The Grantee shall, upon request and within the time periods requested by the Commonwealth, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to its books, records, and accounts by the Commonwealth for the purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause.
- b. **Nondiscrimination/Sexual Harassment Obligations.** The Grantee shall not:
 - i. in any manner discriminate in the hiring of any employee(s) for the performance of the activities required under this agreement or any subgrant agreement, contract, or subcontract, by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the Pennsylvania Human Relations Act ("PHRA") and applicable federal laws, against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.
 - ii. in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against or intimidate any of its employees.
 - iii. in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, in the provision of services under this agreement or any subgrant agreement, contract, or subcontract.

- iv. in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of PHRA and applicable federal laws, against any subgrantee, contractor, subcontractor, or supplier who is qualified to perform the work to which this agreement relates.
 - v. in any manner discriminate against employees by reason of participation in or decision to refrain from participating in labor activities protected under the Public Employee Relations Act, Pennsylvania Labor Relations Act, or National Labor Relations Act, as applicable, and to the extent determined by entities charged with the Acts' enforcement and shall comply with any provision of law establishing organizations as employees' exclusive representatives.
- c. **Establishment of Grantee Policy.** The Grantee shall establish and maintain a written nondiscrimination and sexual harassment policy that complies with the applicable law and these Nondiscrimination/Sexual Harassment provisions and shall inform its employees in writing of the policy. The policy must contain a provision that states that sexual harassment will not be tolerated and employees who practice it will be disciplined. For the entire period of this agreement, the Grantee shall: (1) post its written nondiscrimination and sexual harassment policy or these Nondiscrimination/Sexual Harassment provisions conspicuously in easily accessible and well-lighted places customarily frequented by employees at or near where the grant activities are performed; or (2) provide electronic notice of the policy or this clause to its employees not less than annually.
- d. **Notification of Violations.** The Grantee's obligations pursuant to these provisions are ongoing from the effective date and through the termination date of the agreement. Accordingly, the Grantee shall notify the Commonwealth if, at any time during the term of this agreement, it becomes aware of any actions or occurrences that would result in violation of these provisions.
- e. **Cancellation or Termination of Agreement.** The Commonwealth may cancel or terminate this agreement and all money due or to become due under this agreement may be forfeited for a violation of the terms and conditions of these Nondiscrimination/Sexual Harassment provisions. In addition, the granting agency may proceed with debarment or suspension and may place the Grantee in the Contractor Responsibility File.
- f. **Subgrant Agreements, Contracts, and Subcontracts.** The Grantee shall include these Nondiscrimination/Sexual Harassment provisions in its subgrant agreements, contracts, and subcontracts with all subgrantees, contractors, and subcontractors providing goods or services under this agreement. The incorporation of these provisions in the Grantor's subgrants, contracts, or subcontracts does not create privity of contract between the Commonwealth and any subgrantee, contractor, or subcontractor, and no third-party beneficiaries are created by those provisions. If the Grantee becomes aware of a subgrantee's, contractor's, or subcontractor's violation of these provisions, the Grantee shall use its best efforts to ensure the subgrantee's, contractor's, or subcontractor's compliance with these provisions.

4. GRANTEE INTEGRITY

a. **Definitions.** For purposes of these Grantee Integrity Provisions, the following definitions apply:

- i. “Affiliate” means two or more entities where (a) a parent entity owns more than 50% of the voting stock of each of the entities; (b) a common shareholder or group of shareholders owns more than 50% of the voting stock of each of the entities; or (c) the entities have a common proprietor or general partner.
- ii. “Grantee” means the individual or entity, that has entered into this agreement with the Commonwealth.
- iii. “Grantee Related Parties” means any Affiliates of the Grantee and the Grantee’s executive officers, Pennsylvania officers and directors, or owners of five percent or more interest in the Grantee.
- iv. “Financial Interest” means ownership of more than a five percent interest in any business or holding a position as an officer, director, trustee, partner, employee, or holding any position of management.
- v. “Gratuity” means tendering, giving, or providing anything of more than nominal monetary value including, but not limited to, cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. The exceptions set forth in the [Governor’s Code of Conduct, Executive Order 1980-18](#), as may be amended, 4 Pa. Code §7.153(b), apply.
- vi. “Non-Solicitation Award Process” means a method of awarding grants based on predetermined criteria, without the solicitation of grant applications.

b. **Representations and Warranties.**

- i. **Grantee Representation and Warranties.** The Grantee represents, to the best of its knowledge and belief, and warrants that within the last five years neither the Grantee nor Grantee Related Parties have:
 1. been indicted or convicted of a crime involving moral turpitude or business honesty or integrity in any jurisdiction;
 2. been suspended, debarred, or otherwise disqualified from entering into any contract with any governmental agency;
 3. had any business license or professional license suspended or revoked;
 4. had any sanction or finding of fact imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, bid rigging, embezzlement, misrepresentation or anti-trust; and
 5. been, and are not currently, the subject of a criminal investigation by any federal, state, or local prosecuting or investigative agency or civil anti-trust investigation by any federal, state, or local prosecuting or investigative agency.

- ii. **Grantee Explanation.** If the Grantee cannot make the representations and warranties set forth above at the time of its submission of its grant application or if the agreement is awarded pursuant to a Non-Solicitation Award Process at the time of the execution of the agreement, the Grantee shall submit a written explanation outlining the reasons why it cannot make those representations and warranties. The Commonwealth may, based on its evaluation of the explanation provided, determine whether it is in the Commonwealth's best interest to execute the agreement.
 - iii. **Further Representations.** By submitting any bills, invoices, or requests for payment pursuant to the agreement, the Grantee further represents that it has not violated any of these Grantee Integrity Provisions during the term of the agreement.
 - iv. **Notice.** The Grantee shall immediately notify the Commonwealth, in writing, if at any time during the term of the agreement it becomes aware of any event that would cause the Grantee's certification or explanation to change. The Grantee acknowledges that the Commonwealth may, in its sole discretion, terminate the agreement for cause if it learns that any of the certifications made in these Grantee Integrity Provisions are currently false or misleading due to intervening factual circumstances or were false or misleading or should have been known to be false or misleading when entering into the agreement.
- c. **Grantee Responsibilities.** During the term of this agreement, the Grantee shall:
- i. maintain the highest standards of honesty and integrity.
 - ii. take no action in violation of any applicable laws, regulations, or other requirements applicable to the Grantee that govern Commonwealth contracting or grant administration.
 - iii. establish and implement a written business integrity policy that includes, at a minimum, the requirements of these Grantee Integrity Provisions as they relate to the Grantee's activity with the Commonwealth and Commonwealth employees and ensure that its employees comply with the policy.
 - iv. not accept, agree to give, offer, confer, agree to confer, or promise to confer, directly or indirectly, any gratuity or pecuniary benefit to any person, or to influence or attempt to influence any person in violation of any federal or state law, regulation, executive order, statement of policy, management directive, or bulletin applicable to the award of grants or the administration of this agreement.
 - v. not have a financial interest in any other subgrantee, contractor, subcontractor, or supplier providing services, labor, or material under this agreement, unless the financial interest is disclosed to the Commonwealth in writing and the Commonwealth consents to Grantee's financial interest. The Grantee must disclose the financial interest to the Commonwealth at the time of submission of its grant application, or if a Non-Solicitation Award Process is used, no later than the date the Grantee signs the agreement. The Commonwealth shall be deemed to

have consented if the required disclosure is received and all of the required Commonwealth signatures are affixed.

- vi. comply with the requirements of the Lobbying Disclosure Act (65 Pa.C.S. § 13A01 et seq.) regardless of the method of award.
 - vii. comply with the requirements of Section 1641 of the Pennsylvania Election Code (25 P.S. § 3260a) if this agreement was awarded pursuant to a Non-Solicitation Award Process.
 - viii. immediately notify the Commonwealth or the Office of the State Inspector General, in writing, when the Grantee has reason to believe that any breach of ethical standards as set forth in law, the Governor's Code of Conduct, or these Grantee Integrity Provisions has occurred or may occur, including, but not limited to, contact by a Commonwealth officer or employee, which, if acted upon, would violate the ethical standards.
- d. **Investigations.** If a State Inspector General investigation is initiated, the Grantee shall:
- i. reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of the State Inspector General for investigations of the Grantee's compliance with the terms of this or any other agreement between the Grantee and the Commonwealth that results in the suspension or debarment of the Grantee. The Grantee shall not be responsible for investigative costs for investigations that do not result in the Grantee's suspension or debarment.
 - ii. cooperate with the Office of the State Inspector General in its investigation of any alleged Commonwealth agency or employee breach of ethical standards and any alleged Grantee non-compliance with these Grantee Integrity Provisions and make identified Grantee employees and volunteers available for interviews at reasonable times and places.
 - iii. upon the inquiry or request of an Inspector General, provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Office of the State Inspector General to Grantee's integrity and compliance with these provisions. This information may include, but is not be limited to, the Grantee's business or financial records, documents or files of any type or form that refer to or concern this agreement.
- e. **Termination.** For violation of any of these Grantee Integrity Provisions, the Commonwealth may terminate this agreement and any other contract with the Grantee, claim liquidated damages in an amount equal to the value of anything received in breach of these Grantee Integrity provisions, claim damages for all additional costs and expenses incurred in obtaining another grantee to complete performance under this agreement, and debar and suspend the Grantee from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or non-use of any one does not preclude the use of all or any other. These rights and remedies are in addition to those the Commonwealth may have under law, statute, regulation, or otherwise.
- f. **Subcontracts.** The Grantee shall include these Grantee Integrity Provisions in its subgrant agreements, contracts, and subcontracts with all subgrantees, contractors, and

subcontractors providing goods or services under this agreement. The incorporation of this provision in the Grantee's subgrant agreements, contracts, and subcontracts shall not create privity of contract between the Commonwealth and any subgrantee, contractor, or subcontractor, and no third-party beneficiaries are created by the inclusion of these provisions. If the Grantee becomes aware of a subgrantee's, contractor's, or subcontractor's violation of these provision, the Grantee shall use its best efforts to ensure their compliance with these provisions.

5. CONTRACTOR RESPONSIBILITY

- a. **Definition.** For the purpose of these provisions, the term "Contractor" means as any person, including, but not limited to, a bidder, offeror, loan recipient, grantee or lessor, who has furnished or performed or seeks to furnish or perform, goods, supplies, services, leased space, construction or other activity, under a contract, grant, lease, purchase order or reimbursement agreement with the Commonwealth. The term also includes a permittee, licensee, or any agency, political subdivision, instrumentality, public authority, or other public entity in the Commonwealth.
- b. **Contractor Representations.**
 - i. The Contractor represents for itself and its subgrantees, contractors, and subcontractors required to be disclosed or approved by the Commonwealth, that as of the date of its execution of this agreement, that neither the Contractor, nor any of its subgrantees, contractors, and subcontractors, are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the Contractor cannot make this representation, the Contractor shall submit, along with the agreement, a written explanation of why the certification cannot be made.
 - ii. The Contractor represents that, as of the date of its execution of this agreement, it has no tax liabilities or other Commonwealth obligations, or has filed a timely administrative or judicial appeal, if any liabilities or obligations exist, or is subject to a duly approved deferred payment plan if any liabilities exist.
- c. **Notification.** The Contractor shall notify the Commonwealth if, at any time during the term of the agreement, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if it or, to the best of its knowledge, any of its subgrantees, contractors, or subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. The Contractor shall provide this notification within 15 days of the date of suspension or debarment.
- d. **Default.** The Contractor's failure to notify the Commonwealth of its suspension or debarment by the Commonwealth, any other state, or the federal government constitutes an event of default of the agreement with the Commonwealth.
- e. **Reimbursement.** The Contractor shall reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of State Inspector General for investigations of the Contractor's compliance with the terms of this agreement or any other agreement between the Contractor and the Commonwealth that results in the suspension or

debarment of the Contractor. These costs include, but are not limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.

- f. **Suspension and Debarment List.** The Contractor may obtain a current list of suspended and debarred Commonwealth contractors by visiting the eMarketplace website at <http://www.emarketplace.state.pa.us> and clicking the Debarment list tab.

6. AMERICANS WITH DISABILITIES ACT

- a. **No Exclusion.** Pursuant to the Americans with Disabilities Act, 42 U.S. Code § 12101, et seq., no qualified individual with a disability may, on the basis of the disability, be excluded from participation in this agreement or from activities provided for under this agreement.
- b. **Compliance.** For all goods and services provided pursuant to this agreement, the Grantee shall comply with Title II of the Americans with Disabilities Act, the "General Prohibitions Against Discrimination" set forth in 28 C. F. R. § 35.130, and all other regulations promulgated under Title II of the Americans with Disabilities Act that apply to state and local governments.
- c. **Indemnification.** The Grantee shall indemnify the Commonwealth against all third-party claims, suits, demands, losses, damages, costs, and expenses, including without limitation, litigation expenses, attorneys' fees, and liabilities, arising out of or in connection with the Grantee's failure or its employee's or agent's failure to comply with the provisions of paragraph a, as determined by the Commonwealth in its sole discretion.

7. APPLICABLE LAW AND FORUM

This agreement is governed by and must be interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania (without regard to any conflict of laws provisions) and the decisions of the Pennsylvania courts. The Grantee consents to the jurisdiction of any court of the Commonwealth of Pennsylvania and any federal courts in Pennsylvania and waives any claim or defense that such forum is not convenient or proper. Any Pennsylvania court or tribunal has in personam jurisdiction over the Grantee, and the Grantee consents to service of process in any manner authorized by Pennsylvania law. This provision may not be interpreted as a waiver or limitation of the Commonwealth's rights or defenses.

8. RIGHT TO KNOW LAW

- a. **Applicability.** The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, ("RTKL") applies to this agreement.
- b. **Grantee Assistance.** If the Commonwealth needs the Grantee's assistance in any matter arising out of the RTKL related to this agreement, the Commonwealth shall notify the Grantee that it requires the Grantee's assistance, and the Grantee shall provide to the Commonwealth:
 - i. access to, and copies of, any document or information in the Grantee's possession (Requested Information) arising out of this agreement that the

Commonwealth reasonably believes is a public record under the RTKL, within ten calendar days after receipt of written notification; and

- ii. any other assistance as the Commonwealth may reasonably request, in order to comply with the RTKL with respect to this agreement.
- c. **Trade Secret or Confidential Proprietary Information.** If the Grantee considers the Requested Information to include a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or other information that the Grantee considers exempt from production under the RTKL, the Grantee shall notify the Commonwealth and provide, within seven calendar days of receipt of the written notice a written statement, signed by a representative of the Grantee, that explains why the requested material is exempt from public disclosure under the RTKL. If the Commonwealth determines that the Requested Information is clearly not exempt from disclosure, the Grantee shall provide the Requested Information to the Commonwealth within five business days of receipt of written notice of the Commonwealth's determination.
- d. **Reimbursement**
 - i. **Commonwealth Reimbursement.** If the Grantee fails to provide the Requested Information and the Commonwealth is ordered to produce the Requested Information, the Grantee shall reimburse the Commonwealth for any damages, penalties, or costs that the Commonwealth may incur as a result of the Grantee's failure, including any statutory damages assessed against the Commonwealth.
 - ii. **Grantor Reimbursement.** The Commonwealth will reimburse the Grantee for any costs that the Grantee incurs as a direct result of complying with these provisions only to the extent allowed under the fee schedule established by the Office of Open Records or as otherwise provided by the RTKL.
- e. **Challenges of Commonwealth Release.** The Grantee may file a legal challenge to any Commonwealth decision to release a record to the public with the Office of Open Records, or in the Pennsylvania Courts, however, the Grantee shall reimburse the Commonwealth for any legal expenses incurred by the Commonwealth as a result of the challenge, including any damages, penalties or costs that the Commonwealth may incur as a result of the Grantee's legal challenge, regardless of the outcome.
- f. **Waiver.** As between the parties, the Grantee waives all rights or remedies that may be available to it as a result of the Commonwealth's disclosure of Requested Information pursuant to the RTKL.
- g. **Survival.** The Grantee's obligations contained in this Section survive the termination or expiration of this agreement.

9. OFFSET

The Commonwealth may set off the amount of any state tax liability or other obligation of the Grantee, or its subsidiaries, owed to the Commonwealth against any payments due the Grantee under any contract between the Commonwealth and Grantee.

10. AUTOMATED CLEARING HOUSE (ACH) PAYMENTS

- a. **Payment Method.** The Commonwealth shall make payments to the Grantee through the Automated Clearing House (ACH). Within 10 days of the grant award, the Grantee must submit or must have submitted its ACH information within its user profile in the Commonwealth's Master Database. The Grantee may enroll to receive remittance information via electronic addenda and email (e-Remittance). ACH and e-Remittance information is available at the following:

<https://www.budget.pa.gov/Services/ForVendors/Pages/Direct-Deposit-and-e-Remittance.aspx>

- b. **Unique Identifier.** The Grantee must submit a unique invoice number with each invoice submitted. The Commonwealth shall list the Grantee's unique invoice number on its ACH remittance advice to enable the Grantee to properly apply the state agency's payment to the respective invoice or program.
- c. **ACH Information in the Commonwealth's Master Database.** The Grantee shall ensure that the ACH information contained in Commonwealth's Master Database is accurate and complete. The Grantee's failure to maintain accurate and complete information may result in delays in payments.

11. WORKER PROTECTION AND INVESTMENT

The Grantee shall comply with all applicable Pennsylvania state labor laws and worker safety laws including, but not limited to, the following:

- a. Construction Workplace Misclassification Act;
- b. Employment of Minors Child Labor Act;
- c. Minimum Wage Act;
- d. Prevailing Wage Act;
- e. Equal Pay Law;
- f. Employer to Pay Employment Medical Examination Fee Act;
- g. Seasonal Farm Labor Act;
- h. Wage Payment and Collection Law;
- i. Industrial Homework Law;
- j. Construction Industry Employee Verification Act;
- k. Act 102: Prohibition on Excessive Overtime in Healthcare;
- l. Apprenticeship and Training Act; and
- m. Inspection of Employment Records Law.

LANCASTER COUNTY HMRF PROJECT BUDGET



Pennsylvania
Emergency Management Agency

DGM-28

Grant Reporting Period: July 1, 2025 - June 30, 2026
Subrecipient Name: Lancaster County

Grant Award: \$28,072.00
Project Total: \$28,072.00
Funds Expended: \$0.00



Version 20250421

Project #	Project Category	Budgeted Item	Original Projected Budget Amount	Project Reallocation Requested	Project Reallocation Approved	Total Project Amount	Project Funds Expended	Project Balance
1	Develop emergency planning & response capability	Haz Mat Station Utilities	\$4,675.00	-\$4,675.00	-\$4,675.00	\$0.00	\$0.00	\$0.00
2	Develop emergency planning & response capability	Haz Mat Team Insurances	\$23,397.00	-\$23,397.00	-\$23,397.00	\$0.00	\$0.00	\$0.00
3	Develop emergency planning & response capability	Plume Modeling Software		\$14,700.00	\$14,700.00	\$14,700.00	\$0.00	\$14,700.00
4	Develop emergency planning & response capability	Air Monitoring Class		\$6,900.00	\$6,900.00	\$6,900.00	\$0.00	\$6,900.00
5	Develop emergency planning & response capability	Hazmat Utility Truck Upfit		\$6,472.00	\$6,472.00	\$6,472.00	\$0.00	\$6,472.00
TOTALS			\$28,072.00	\$0.00	\$0.00	\$28,072.00	\$0.00	\$28,072.00

On motion of Commissioner _____, seconded by Commissioner _____, it was agreed for the County of Lancaster, acting on behalf of the Department of Public Safety, to approve the following:

<u>Grant Award With:</u>	Pennsylvania Emergency Management Agency Harrisburg, PA
<u>Purpose:</u>	To recognize funds from the Hazardous Material Emergency Preparedness grant to be used to conduct planning and training activities related to HAZMAT transportation emergency preparedness.
<u>Amount/Term</u>	\$17,600.00 for the period of October 1, 2025 through September 30, 2026.
<u>Funding:</u>	Pennsylvania Emergency Management Agency funds.
<u>Note:</u>	To give Brian P. Pasquale, Executive Director, authorization to electronically sign the grant agreement.

**HAZARDOUS MATERIALS EMERGENCY PREPAREDNESS GRANT AGREEMENT
FOR FEDERAL FISCAL YEAR 2026**

This Hazardous Materials Emergency Preparedness (“HMEP”) grant agreement for federal fiscal year (“FFY”) 2026 is between the Commonwealth of Pennsylvania (“Commonwealth”), acting through the Pennsylvania Emergency Management Agency (“PEMA”), with its principal offices located at 1310 Elmerton Avenue, Harrisburg, PA 17110, and Lancaster County (“Subrecipient”), with its principal offices located at 150 N Queen St Ste 710, Lancaster, PA, 17603.

PEMA is the executive Commonwealth agency responsible for, among other things, the administration of grant programs for emergency response and preparedness in the Commonwealth.

The HMEP Grant Program (“Program”) is authorized under 49 U.S.C. § 5116 and provides federal financial and technical assistance to states, territories, and federally recognized tribes to increase local effectiveness in safely and efficiently handling hazardous materials (“HAZMAT”) in accidents and incidents.

PEMA has applied for and received Program funding from the United States Department of Transportation (“USDOT”), Pipeline and Hazardous Materials Safety Administration (“PHMSA”), for FFY 2026. In accordance with the USDOT grant, PEMA will subgrant Program funding to eligible subrecipients in the Commonwealth.

The Subrecipient submitted a grant application to PEMA for Program funding to conduct planning and training activities related to HAZMAT transportation emergency preparedness. PEMA determined that the Subrecipient is eligible to receive HMEP funds and that Subrecipient’s proposed use of funds meets Program requirements.

PEMA now wishes to set forth the terms and conditions under which it will award Program funding to the Subrecipient.

The parties, intending to be legally bound, agree as follows:

1. Grant Award. Subject to the terms and conditions of this agreement and the availability of funds, PEMA grants up to \$17,600.00 in federal Program funds (“Grant Award”) to the Subrecipient to support the planning and training activities and budget set forth in Attachment A (“Project Budget”). The Subrecipient shall utilize grant funds solely to carry out the Project Budget in accordance with Attachment A.
2. Award Modification. PEMA may increase or decrease the amount of the Grant Award by providing written notice of award modification to the Subrecipient without the need to amend this agreement. PEMA may require the Subrecipient to submit a revised project

budget consistent with the award modification. Upon PEMA's approval, the revised project budget will replace the Project Budget set forth in Attachment A. Award modifications are subject to the approval of the Governor's Office of the Budget, Comptroller's Operations Office.

3. Project Budget Adjustments. The parties may adjust the dollar amounts of specific categories within the Project Budget without the need to amend this agreement if the adjustments do not increase the Grant Award. The Subrecipient shall submit any proposed adjustments to the Project Budget to PEMA for review and approval. A Project Budget adjustment will not be effective until it has been approved by PEMA in writing.
4. Term. The term of this agreement will commence on the date of the last Commonwealth signature and will remain in effect until December 29, 2026 ("Term"), unless sooner terminated in accordance with paragraph 22. This agreement is not binding in any way, nor will the Commonwealth or PEMA be bound, until this agreement has been fully executed and the Subrecipient has received a fully executed copy.
5. Period of Performance. The period of performance for this agreement will commence on October 1, 2025 and end on September 30, 2026 ("Period of Performance"). PEMA may extend the Period of Performance by providing written notice of extension without the need to amend this agreement, so long as the extension of the Period of Performance does not exceed the Term.
6. Extension of Term. PEMA may extend the Term for up to 90 days by providing written notice of extension to the Subrecipient without the need to amend this agreement. Any extension of the Term in excess of 90 days must be accomplished through a formal amendment to this agreement.
7. Reporting Requirements. The Subrecipient shall submit a final progress report to PEMA no later than 30 days after the end of the Period of Performance. The Subrecipient shall submit the final report in the form and quantity required by PEMA. The final report must account for the expenditure of all funds and include copies of all expenditure-supporting documentation not previously submitted for reimbursement.
8. Disbursement of Grant Award.
 - a. Invoices. The Subrecipient shall submit quarterly reimbursement requests and supporting documentation for eligible costs and expenses to PEMA. Supporting documentation includes receipts, reports, records, and any other documents that PEMA may require as proof of expenditures. The Subrecipient shall submit all

reimbursement requests by the 10th day of the quarter following the quarter in which costs and expenses were incurred. The quarterly submission timeframes are as follows:

1st Quarter – October, November, December

2nd Quarter – January, February, March

3rd Quarter – April, May, June

4th Quarter – July, August, September

- b. Reimbursement. Upon PEMA’s receipt and approval of each reimbursement request, PEMA shall reimburse the Subrecipient for eligible costs and expenses incurred by the Subrecipient during the Period of Performance. PEMA shall not reimburse the Subrecipient for activities or expenditures that do not comply with, or are not eligible under, the regulations, policies, guidelines, and requirements applicable to Program funding.
 - c. Verification. PEMA shall only make reimbursement payments to the Subrecipient after PEMA has received supporting documentation and verified that the identified charges or expenses comply with the requirements of this agreement.
 - d. Exclusion of Expenditures. The Subrecipient may not request reimbursement for a charge or expense that it has received or may receive reimbursement pursuant to any other federal or state grant award.
 - e. Withholding of Payment. PEMA may withhold any payment if PEMA determines, in its sole discretion, that the Subrecipient has failed to fulfill its obligations under any previous HMEP Program agreement or another contract between the parties. Upon the Subrecipient's fulfillment of its obligations under the prior agreement or contract, PEMA shall initiate the disbursement of the applicable payment.
9. Cost Share. The Subrecipient shall contribute 20% of the total Project Budget expenditure as the required non-federal match. The cost share for this grant is as follows:

Federal Share	\$17,600.00
Subrecipient Share	\$ 4,400.00
Total	\$22,000.00

10. Commonwealth Standard Terms and Conditions. The Subrecipient shall comply with the Commonwealth’s Standard Terms and Conditions, Grant Version (Revised – 10/1/2023) set forth in Attachment B.

11. Federal Terms and Conditions. The Subrecipient shall comply with the USDOT Award Terms and Conditions set forth in Attachment C and PMHSA's HMEP Grant Specific Assurances set forth in Attachment D.
12. Federal Funding Accountability and Transparency Act. The Subrecipient shall comply with the Federal Funding Accountability and Transparency Act requirements set forth in Attachment E.
13. Prohibited Use of Federal Funds. The Subrecipient shall not use any federal funds for lobbying. The Subrecipient shall comply with federal and state filing requirements if non-federal funds are used for lobbying.
14. Compliance with Applicable Law. The Subrecipient shall comply with all applicable federal, state, and local laws, regulations, policies, or directives including, but not limited to, 49 U.S.C. § 5101 *et seq.*, 49 CFR Part 110, and 2 CFR Part 200. It is the affirmative, non-delegable duty of the Subrecipient and any employees, contractors, or other agents to maintain competency in and abide by all statutory, regulatory, and policy obligations imposed by the acceptance and expenditure of these federal grant funds.
15. No PEMA Liability. PEMA shall not be liable for any claims, damages, or liability arising out of, or related to, the Subrecipient's activities, programs, or services funded, in whole or in part, under this agreement. Nothing in this agreement may be construed to waive or otherwise affect the sovereign immunity of the Commonwealth or its agencies.
16. Training Requirements. The Subrecipient shall participate in all required grant training and workshops facilitated by PEMA.
17. NIMS Compliance. The Subrecipient shall ensure that all recipients of funding pursuant to this agreement and all activities incurring cost under this agreement comply with the National Incident Management System ("NIMS"). Compliance includes the formal adoption of both NIMS and the Commonwealth's NIMS implementation strategy. The Subrecipient will not be reimbursed for any activity or item that is not compliant with NIMS.
18. Maintenance and Retention of Records. Utilizing accepted procedures, the Subrecipient shall maintain, at its principal offices or place of business, complete and accurate records, including documents, correspondence, and other evidence pertaining to costs and expenses incurred by the Subrecipient under this agreement, and reflecting all matters and activities covered by this agreement. The Subrecipient shall maintain all records for a period of three years from the expiration or termination date of this agreement, except in those cases where

unresolved claims or audit questions may require the Subrecipient to continue to maintain some or all records until the claim or question is finally resolved.

19. Audit Rights. At any time during normal business hours and as often as PEMA requires, the Subrecipient shall make all records related to this agreement available for inspection by PEMA, Office of the Budget, Office of State Inspector General, Department of the Auditor General, Office of Attorney General, USDOT, PHMSA, or their authorized representative(s) to audit, examine, and make copies of these records. The Subrecipient shall also:
 - a. Permit access to facilities, personnel, and other individuals and information that the federal or state agency may determine is necessary.
 - b. Comply with any compliance review or program evaluation conducted by USDOT, PHMSA, or PEMA.
 - c. Comply with the Single Audit Act requirements set forth in Attachment F.
 - d. Establish internal personnel safeguards that will prohibit employees, contractors, agents, members, or representatives from using their positions for a purpose that creates, or gives the appearance of creating, a desire for private gain for themselves or for others, particularly those persons who have a family, business, or other ties to the employee, contractor, agent, member, or representative.
20. Offset, Withhold, Recoup, and Deobligate. At any time, PEMA may offset, withhold, recoup, or deobligate grant funds or payments for Project activities and expenses if PEMA determines that either the Subrecipient has violated this agreement or the Subrecipient's expenditures are or were not eligible, proper, or allowable. The Subrecipient shall return grant funds in accordance with any recoupment instruction provided by PEMA. These rights and remedies are in addition to those PEMA may have under law, statute, regulation, or otherwise.
21. Temporary Suspension.
 - a. Grounds for Suspension. PEMA may temporarily suspend this agreement for Subrecipient's breach of this agreement, violations of applicable law, audit exceptions, misuse of grant funds, gross management of the Project, malfeasance, or criminal activity.
 - b. Notice of Suspension. PEMA shall provide a written notice of suspension to the

Subrecipient. The notice must set forth the effective date of the suspension and identify the reason(s) for the suspension.

- c. Effect of Suspension. PEMA shall not reimburse the Subrecipient for costs and expenses incurred during the period of suspension.
- d. Subrecipient Obligations During Suspension. The Subrecipient shall cure all deficiencies identified in the notice of suspension to PEMA's satisfaction. The Subrecipient may not recommence project activities until PEMA, at its discretion, reinstates this agreement by written notice following the suspension.

22. Termination.

- a. Termination for Convenience. PEMA may terminate this agreement at any time for its convenience by providing written notice of termination to the Subrecipient. The termination will be effective on the date set forth in the notice. PEMA shall reimburse the Subrecipient for any eligible costs or expenses incurred by the Subrecipient prior to the effective date of the termination.
- b. Non-Appropriation. If the Term exceeds one year and funds are not appropriated or otherwise made available to PEMA to support the Program in a subsequent year, PEMA may terminate this agreement by providing written notice of termination to the Subrecipient. The termination will be effective on the date set forth in PEMA's notice. PEMA shall reimburse the Subrecipient for any eligible costs or expenses incurred by the Subrecipient prior to the effective date of the termination.
- c. Termination for Cause. PEMA may terminate this agreement for cause by providing written notice of termination to the Subrecipient. The termination will be effective on the date set forth in the notice. PEMA shall reimburse the Subrecipient for any eligible costs or expenses incurred by the Subrecipient prior to the effective date of the termination.
- d. Survival of Terms. The Grantee's obligations set forth in paragraphs 11, 14, 15, 18, 19, and 20 will survive the termination of this agreement.

23. Notice. All notices, reports, and other correspondence required or permitted under this agreement must be in writing and delivered by United States Postal Service, prepaid certified or registered mail, return receipt requested, by overnight courier with written evidence of recipient, or by email with evidence of receipt. Any notice, report, or correspondence must be sent to the applicable party at the addresses provided in

Attachment G. Either party may change its designated contact or address by providing written notice to the other party.

24. Assignment. The Subrecipient may not assign or transfer its rights or duties under this agreement without the prior written consent of PEMA. Approval of an assignment does not establish any legal relationship between the Commonwealth or PEMA and the assignee.
25. Amendments and Modifications. Except as provided in paragraphs 2, 3, 5, 6, and 23 no alternations or variations to this agreement are valid unless they are made in writing and signed by the parties with the same formality as this agreement.
26. Independent Parties. Nothing contained in this agreement is intended or may be construed to, in any respect, create or establish the relationship of partners between the parties, or as constituting the Subrecipient as the representative or general agent of PEMA for any purpose whatsoever.
27. Severability. The provisions of this agreement are severable. If any provision of this agreement is held to be unenforceable by an authority with proper jurisdiction in the matter, that provision is severed, and the remainder of this agreement will remain binding upon the parties.
28. No Waiver. No delay or failure of PEMA or the Commonwealth to enforce any provision of this agreement or to exercise any right or remedy under this agreement may be construed as a waiver by PEMA or the Commonwealth of the provision or its right or remedy.
29. Integration and Merger. When fully executed by the parties, this agreement will be the final and complete agreement between the parties containing all the terms and conditions agreed on by the parties. All representations, understandings, promises, and agreements pertaining to the subject matter of this agreement made prior to or at the time this agreement is executed are superseded by this agreement, unless specifically accepted by any other term or provision of this agreement. There are no conditions precedent to the performance of this agreement, except as expressly set forth in this agreement.
30. Counterparts. This agreement may be executed in counterparts, each of which is deemed to be an original (including copies sent to a party by electronic transmission) as against the party signing the counterpart, but which together constitute one and the same instrument.
31. Electronic Signatures. This agreement may be signed electronically in accordance with the Pennsylvania Electronic Transactions Act, Act 69 of 1999, 73 P.S. § 2260.301 *et seq.*

32. Signatories Attestations. By signing this agreement, the individuals signing on behalf of the Subrecipient (“Signers”) acknowledge that:
- a. their electronic signatures confirm that they are authorized to sign this agreement and contractually bind the Subrecipient.
 - b. they are acting in compliance with the applicable law and the organizational and governance documents of the Subrecipient.
 - c. they and the Subrecipient understand that PEMA will rely on these representations and confirmations in its subsequent review and execution of this agreement.
 - d. they are submitting official information to the Commonwealth.
 - e. they are aware that any false statement(s) made to PEMA, or the Commonwealth related to this grant may subject them to substantial civil and criminal penalties, including 18 Pa. C.S. § 4904 (relating to unsworn falsification to authorities).

[SIGNATURE PAGE IMMEDIATELY FOLLOWS]

The parties, through their authorized representatives, have signed this agreement on the dates indicated below.

LANCASTER COUNTY

Name: Date
Title:

**COMMONWEALTH OF PENNSYLVANIA
PENNSYLVANIA EMERGENCY MANAGEMENT AGENCY**

To be obtained electronically

Director or designee Date

Approved as to form and legality:

To be obtained electronically

PEMA Office of Chief Counsel Date

30-FA-4.2

Office of General Counsel

30-FA-4.2

Office of Attorney General

Approved:

Vendor No.: 139096

Funds Commitment No.: C950005529

To be obtained electronically

Comptroller Operations Date

**Federal Award Identification
(as required by 2 CFR 200.332(b)(1))**

i. Subrecipient: Lancaster County	ii. UEI#: Q42ZKMTD1HH6
iii. FAIN: 693JK32540062HMEP	iv. Federal Award Date: 9/30/2025
v. Subaward Budget Period:	Start Date: 10/1/2025 End Date: 9/30/2026
vi. Assistance Listing Number and Title: 20.703 Interagency Hazardous Materials Public Sector Training and Planning Grants	

Attachment A: HMEP Project Budget

Version20250710

Lancaster County



Pennsylvania
Emergency Management Agency

Budget Total:	\$22,000.00
Federal Grant:	\$17,600.00
County Match:	\$4,400.00

FFY 2026

***Utilize Federal Fiscal Year (Oct 1 - Sep 30)**

Activity Type	Project Name	Priority	Project Status	Narrative/Justification	Sub Category	Project Start Date	Project End Date	Projected # of Courses	Projected # to be Trained	Reallocation Request	Projected Cost	Federal Share (80%)	County Match (20%)
Training	HAZMAT Operations	1	Approved	The course provides the essential knowledge, skills, and abilities to operate defensively at an incident involving the release of hazardous materials. The objectives of the course are to teach participants: to classify, identify, and verify known and unknown material by using field survey instruments and equipment; to select and use the proper chemical protective equipment provided to the hazardous materials Technician; to understand hazard and risk assessment techniques for Hazmat and CBRNE environments; to be able to perform advanced control, containment, and/or confinement operations within the capabilities of the resources and personal protective equipment available; and to develop action plans within the parameters of the State plan for statewide response to WMD events	Operations	10/1/2025	9/30/2026	40	850		\$ 22,000.00	\$ 17,600.00	\$ 4,400.00
Totals:											\$ 22,000.00	\$ 17,600.00	\$ 4,400.00

**Commonwealth Standard Terms and Conditions
Grant Version
(Revised - 10/1/2023)
Version 2**

1. DEFINITIONS

Capitalized terms used in these Commonwealth standard terms and conditions that are not otherwise defined in these provisions have the meanings specified in the agreement to which they are attached.

2. INDEMNIFICATION

The Grantee shall indemnify and defend the Commonwealth against all third-party claims, suits, demands, losses, damages, costs, and expenses, including without limitation, litigation expenses, attorneys' fees, and liabilities, arising out of or in connection with any activities performed by the Grantee or its employees and agents pursuant to this agreement, as determined by the Commonwealth in its sole discretion.

3. NONDISCRIMINATION/SEXUAL HARASSMENT

- a. **Representations.** The Grantee represents that it is presently in compliance with and will remain in compliance with all applicable federal, state, and local laws, regulations, and policies relating to nondiscrimination and sexual harassment for the term of the agreement. The Grantee shall, upon request and within the time periods requested by the Commonwealth, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to its books, records, and accounts by the Commonwealth for the purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause.
- b. **Nondiscrimination/Sexual Harassment Obligations.** The Grantee shall not:
 - i. in any manner discriminate in the hiring of any employee(s) for the performance of the activities required under this agreement or any subgrant agreement, contract, or subcontract, by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the Pennsylvania Human Relations Act ("PHRA") and applicable federal laws, against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.
 - ii. in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against or intimidate any of its employees.
 - iii. in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, in the provision of services under this agreement or any subgrant agreement, contract, or subcontract.

- iv. in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of PHRA and applicable federal laws, against any subgrantee, contractor, subcontractor, or supplier who is qualified to perform the work to which this agreement relates.
 - v. in any manner discriminate against employees by reason of participation in or decision to refrain from participating in labor activities protected under the Public Employee Relations Act, Pennsylvania Labor Relations Act, or National Labor Relations Act, as applicable, and to the extent determined by entities charged with the Acts' enforcement and shall comply with any provision of law establishing organizations as employees' exclusive representatives.
- c. **Establishment of Grantee Policy.** The Grantee shall establish and maintain a written nondiscrimination and sexual harassment policy that complies with the applicable law and these Nondiscrimination/Sexual Harassment provisions and shall inform its employees in writing of the policy. The policy must contain a provision that states that sexual harassment will not be tolerated and employees who practice it will be disciplined. For the entire period of this agreement, the Grantee shall: (1) post its written nondiscrimination and sexual harassment policy or these Nondiscrimination/Sexual Harassment provisions conspicuously in easily accessible and well-lighted places customarily frequented by employees at or near where the grant activities are performed; or (2) provide electronic notice of the policy or this clause to its employees not less than annually.
- d. **Notification of Violations.** The Grantee's obligations pursuant to these provisions are ongoing from the effective date and through the termination date of the agreement. Accordingly, the Grantee shall notify the Commonwealth if, at any time during the term of this agreement, it becomes aware of any actions or occurrences that would result in violation of these provisions.
- e. **Cancellation or Termination of Agreement.** The Commonwealth may cancel or terminate this agreement and all money due or to become due under this agreement may be forfeited for a violation of the terms and conditions of these Nondiscrimination/Sexual Harassment provisions. In addition, the granting agency may proceed with debarment or suspension and may place the Grantee in the Contractor Responsibility File.
- f. **Subgrant Agreements, Contracts, and Subcontracts.** The Grantee shall include these Nondiscrimination/Sexual Harassment provisions in its subgrant agreements, contracts, and subcontracts with all subgrantees, contractors, and subcontractors providing goods or services under this agreement. The incorporation of these provisions in the Grantor's subgrants, contracts, or subcontracts does not create privity of contract between the Commonwealth and any subgrantee, contractor, or subcontractor, and no third-party beneficiaries are created by those provisions. If the Grantee becomes aware of a subgrantee's, contractor's, or subcontractor's violation of these provisions, the Grantee shall use its best efforts to ensure the subgrantee's, contractor's, or subcontractor's compliance with these provisions.

4. GRANTEE INTEGRITY

a. **Definitions.** For purposes of these Grantee Integrity Provisions, the following definitions apply:

- i. “Affiliate” means two or more entities where (a) a parent entity owns more than 50% of the voting stock of each of the entities; (b) a common shareholder or group of shareholders owns more than 50% of the voting stock of each of the entities; or (c) the entities have a common proprietor or general partner.
- ii. “Grantee” means the individual or entity, that has entered into this agreement with the Commonwealth.
- iii. “Grantee Related Parties” means any Affiliates of the Grantee and the Grantee’s executive officers, Pennsylvania officers and directors, or owners of five percent or more interest in the Grantee.
- iv. “Financial Interest” means ownership of more than a five percent interest in any business or holding a position as an officer, director, trustee, partner, employee, or holding any position of management.
- v. “Gratuity” means tendering, giving, or providing anything of more than nominal monetary value including, but not limited to, cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. The exceptions set forth in the [Governor’s Code of Conduct, Executive Order 1980-18](#), as may be amended, 4 Pa. Code §7.153(b), apply.
- vi. “Non-Solicitation Award Process” means a method of awarding grants based on predetermined criteria, without the solicitation of grant applications.

b. **Representations and Warranties.**

- i. **Grantee Representation and Warranties.** The Grantee represents, to the best of its knowledge and belief, and warrants that within the last five years neither the Grantee nor Grantee Related Parties have:
 1. been indicted or convicted of a crime involving moral turpitude or business honesty or integrity in any jurisdiction;
 2. been suspended, debarred, or otherwise disqualified from entering into any contract with any governmental agency;
 3. had any business license or professional license suspended or revoked;
 4. had any sanction or finding of fact imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, bid rigging, embezzlement, misrepresentation or anti-trust; and
 5. been, and are not currently, the subject of a criminal investigation by any federal, state, or local prosecuting or investigative agency or civil anti-trust investigation by any federal, state, or local prosecuting or investigative agency.

- ii. **Grantee Explanation.** If the Grantee cannot make the representations and warranties set forth above at the time of its submission of its grant application or if the agreement is awarded pursuant to a Non-Solicitation Award Process at the time of the execution of the agreement, the Grantee shall submit a written explanation outlining the reasons why it cannot make those representations and warranties. The Commonwealth may, based on its evaluation of the explanation provided, determine whether it is in the Commonwealth's best interest to execute the agreement.
 - iii. **Further Representations.** By submitting any bills, invoices, or requests for payment pursuant to the agreement, the Grantee further represents that it has not violated any of these Grantee Integrity Provisions during the term of the agreement.
 - iv. **Notice.** The Grantee shall immediately notify the Commonwealth, in writing, if at any time during the term of the agreement it becomes aware of any event that would cause the Grantee's certification or explanation to change. The Grantee acknowledges that the Commonwealth may, in its sole discretion, terminate the agreement for cause if it learns that any of the certifications made in these Grantee Integrity Provisions are currently false or misleading due to intervening factual circumstances or were false or misleading or should have been known to be false or misleading when entering into the agreement.
- c. **Grantee Responsibilities.** During the term of this agreement, the Grantee shall:
- i. maintain the highest standards of honesty and integrity.
 - ii. take no action in violation of any applicable laws, regulations, or other requirements applicable to the Grantee that govern Commonwealth contracting or grant administration.
 - iii. establish and implement a written business integrity policy that includes, at a minimum, the requirements of these Grantee Integrity Provisions as they relate to the Grantee's activity with the Commonwealth and Commonwealth employees and ensure that its employees comply with the policy.
 - iv. not accept, agree to give, offer, confer, agree to confer, or promise to confer, directly or indirectly, any gratuity or pecuniary benefit to any person, or to influence or attempt to influence any person in violation of any federal or state law, regulation, executive order, statement of policy, management directive, or bulletin applicable to the award of grants or the administration of this agreement.
 - v. not have a financial interest in any other subgrantee, contractor, subcontractor, or supplier providing services, labor, or material under this agreement, unless the financial interest is disclosed to the Commonwealth in writing and the Commonwealth consents to Grantee's financial interest. The Grantee must disclose the financial interest to the Commonwealth at the time of submission of its grant application, or if a Non-Solicitation Award Process is used, no later than the date the Grantee signs the agreement. The Commonwealth shall be deemed to

have consented if the required disclosure is received and all of the required Commonwealth signatures are affixed.

- vi. comply with the requirements of the Lobbying Disclosure Act (65 Pa.C.S. § 13A01 et seq.) regardless of the method of award.
- vii. comply with the requirements of Section 1641 of the Pennsylvania Election Code (25 P.S. § 3260a) if this agreement was awarded pursuant to a Non-Solicitation Award Process.
- viii. immediately notify the Commonwealth or the Office of the State Inspector General, in writing, when the Grantee has reason to believe that any breach of ethical standards as set forth in law, the Governor's Code of Conduct, or these Grantee Integrity Provisions has occurred or may occur, including, but not limited to, contact by a Commonwealth officer or employee, which, if acted upon, would violate the ethical standards.

d. **Investigations.** If a State Inspector General investigation is initiated, the Grantee shall:

- i. reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of the State Inspector General for investigations of the Grantee's compliance with the terms of this or any other agreement between the Grantee and the Commonwealth that results in the suspension or debarment of the Grantee. The Grantee shall not be responsible for investigative costs for investigations that do not result in the Grantee's suspension or debarment.
- ii. cooperate with the Office of the State Inspector General in its investigation of any alleged Commonwealth agency or employee breach of ethical standards and any alleged Grantee non-compliance with these Grantee Integrity Provisions and make identified Grantee employees and volunteers available for interviews at reasonable times and places.
- iii. upon the inquiry or request of an Inspector General, provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Office of the State Inspector General to Grantee's integrity and compliance with these provisions. This information may include, but is not be limited to, the Grantee's business or financial records, documents or files of any type or form that refer to or concern this agreement.

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

f. **Subcontracts.** The Grantee shall include these Grantee Integrity Provisions in its subgrant agreements, contracts, and subcontracts with all subgrantees, contractors, and

subcontractors providing goods or services under this agreement. The incorporation of this provision in the Grantee's subgrant agreements, contracts, and subcontracts shall not create privity of contract between the Commonwealth and any subgrantee, contractor, or subcontractor, and no third-party beneficiaries are created by the inclusion of these provisions. If the Grantee becomes aware of a subgrantee's, contractor's, or subcontractor's violation of these provision, the Grantee shall use its best efforts to ensure their compliance with these provisions.

5. CONTRACTOR RESPONSIBILITY

- a. **Definition.** For the purpose of these provisions, the term "Contractor" means as any person, including, but not limited to, a bidder, offeror, loan recipient, grantee or lessor, who has furnished or performed or seeks to furnish or perform, goods, supplies, services, leased space, construction or other activity, under a contract, grant, lease, purchase order or reimbursement agreement with the Commonwealth. The term also includes a permittee, licensee, or any agency, political subdivision, instrumentality, public authority, or other public entity in the Commonwealth.
- b. **Contractor Representations.**
 - i. The Contractor represents for itself and its subgrantees, contractors, and subcontractors required to be disclosed or approved by the Commonwealth, that as of the date of its execution of this agreement, that neither the Contractor, nor any of its subgrantees, contractors, and subcontractors, are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the Contractor cannot make this representation, the Contractor shall submit, along with the agreement, a written explanation of why the certification cannot be made.
 - ii. The Contractor represents that, as of the date of its execution of this agreement, it has no tax liabilities or other Commonwealth obligations, or has filed a timely administrative or judicial appeal, if any liabilities or obligations exist, or is subject to a duly approved deferred payment plan if any liabilities exist.
- c. **Notification.** The Contractor shall notify the Commonwealth if, at any time during the term of the agreement, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if it or, to the best of its knowledge, any of its subgrantees, contractors, or subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. The Contractor shall provide this notification within 15 days of the date of suspension or debarment.
- d. **Default.** The Contractor's failure to notify the Commonwealth of its suspension or debarment by the Commonwealth, any other state, or the federal government constitutes an event of default of the agreement with the Commonwealth.
- e. **Reimbursement.** The Contractor shall reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of State Inspector General for investigations of the Contractor's compliance with the terms of this agreement or any other agreement between the Contractor and the Commonwealth that results in the suspension or

debarment of the Contractor. These costs include, but are not limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.

- f. **Suspension and Debarment List.** The Contractor may obtain a current list of suspended and debarred Commonwealth contractors by visiting the eMarketplace website at <http://www.emarketplace.state.pa.us> and clicking the Debarment list tab.

6. AMERICANS WITH DISABILITIES ACT

- a. **No Exclusion.** Pursuant to the Americans with Disabilities Act, 42 U.S. Code § 12101, et seq., no qualified individual with a disability may, on the basis of the disability, be excluded from participation in this agreement or from activities provided for under this agreement.
- b. **Compliance.** For all goods and services provided pursuant to this agreement, the Grantee shall comply with Title II of the Americans with Disabilities Act, the "General Prohibitions Against Discrimination" set forth in 28 C. F. R. § 35.130, and all other regulations promulgated under Title II of the Americans with Disabilities Act that apply to state and local governments.
- c. **Indemnification.** The Grantee shall indemnify the Commonwealth against all third-party claims, suits, demands, losses, damages, costs, and expenses, including without limitation, litigation expenses, attorneys' fees, and liabilities, arising out of or in connection with the Grantee's failure or its employee's or agent's failure to comply with the provisions of paragraph a, as determined by the Commonwealth in its sole discretion.

7. APPLICABLE LAW AND FORUM

This agreement is governed by and must be interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania (without regard to any conflict of laws provisions) and the decisions of the Pennsylvania courts. The Grantee consents to the jurisdiction of any court of the Commonwealth of Pennsylvania and any federal courts in Pennsylvania and waives any claim or defense that such forum is not convenient or proper. Any Pennsylvania court or tribunal has in personam jurisdiction over the Grantee, and the Grantee consents to service of process in any manner authorized by Pennsylvania law. This provision may not be interpreted as a waiver or limitation of the Commonwealth's rights or defenses.

8. RIGHT TO KNOW LAW

- a. **Applicability.** The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, ("RTKL") applies to this agreement.
- b. **Grantee Assistance.** If the Commonwealth needs the Grantee's assistance in any matter arising out of the RTKL related to this agreement, the Commonwealth shall notify the Grantee that it requires the Grantee's assistance, and the Grantee shall provide to the Commonwealth:
 - i. access to, and copies of, any document or information in the Grantee's possession (Requested Information) arising out of this agreement that the

Commonwealth reasonably believes is a public record under the RTKL, within ten calendar days after receipt of written notification; and

- ii. any other assistance as the Commonwealth may reasonably request, in order to comply with the RTKL with respect to this agreement.
- c. **Trade Secret or Confidential Proprietary Information.** If the Grantee considers the Requested Information to include a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or other information that the Grantee considers exempt from production under the RTKL, the Grantee shall notify the Commonwealth and provide, within seven calendar days of receipt of the written notice a written statement, signed by a representative of the Grantee, that explains why the requested material is exempt from public disclosure under the RTKL. If the Commonwealth determines that the Requested Information is clearly not exempt from disclosure, the Grantee shall provide the Requested Information to the Commonwealth within five business days of receipt of written notice of the Commonwealth's determination.
- d. **Reimbursement**
- i. **Commonwealth Reimbursement.** If the Grantee fails to provide the Requested Information and the Commonwealth is ordered to produce the Requested Information, the Grantee shall reimburse the Commonwealth for any damages, penalties, or costs that the Commonwealth may incur as a result of the Grantee's failure, including any statutory damages assessed against the Commonwealth.
 - ii. **Grantor Reimbursement.** The Commonwealth will reimburse the Grantee for any costs that the Grantee incurs as a direct result of complying with these provisions only to the extent allowed under the fee schedule established by the Office of Open Records or as otherwise provided by the RTKL.
- e. **Challenges of Commonwealth Release.** The Grantee may file a legal challenge to any Commonwealth decision to release a record to the public with the Office of Open Records, or in the Pennsylvania Courts, however, the Grantee shall reimburse the Commonwealth for any legal expenses incurred by the Commonwealth as a result of the challenge, including any damages, penalties or costs that the Commonwealth may incur as a result of the Grantee's legal challenge, regardless of the outcome.
- f. **Waiver.** As between the parties, the Grantee waives all rights or remedies that may be available to it as a result of the Commonwealth's disclosure of Requested Information pursuant to the RTKL.
- g. **Survival.** The Grantee's obligations contained in this Section survive the termination or expiration of this agreement.

9. OFFSET

The Commonwealth may set off the amount of any state tax liability or other obligation of the Grantee, or its subsidiaries, owed to the Commonwealth against any payments due the Grantee under any contract between the Commonwealth and Grantee.

10. AUTOMATED CLEARING HOUSE (ACH) PAYMENTS

- a. **Payment Method.** The Commonwealth shall make payments to the Grantee through the Automated Clearing House (ACH). Within 10 days of the grant award, the Grantee must submit or must have submitted its ACH information within its user profile in the Commonwealth's Master Database. The Grantee may enroll to receive remittance information via electronic addenda and email (e-Remittance). ACH and e-Remittance information is available at the following:

<https://www.budget.pa.gov/Services/ForVendors/Pages/Direct-Deposit-and-e-Remittance.aspx>

- b. **Unique Identifier.** The Grantee must submit a unique invoice number with each invoice submitted. The Commonwealth shall list the Grantee's unique invoice number on its ACH remittance advice to enable the Grantee to properly apply the state agency's payment to the respective invoice or program.
- c. **ACH Information in the Commonwealth's Master Database.** The Grantee shall ensure that the ACH information contained in Commonwealth's Master Database is accurate and complete. The Grantee's failure to maintain accurate and complete information may result in delays in payments.

11. WORKER PROTECTION AND INVESTMENT

The Grantee shall comply with all applicable Pennsylvania state labor laws and worker safety laws including, but not limited to, the following:

- a. Construction Workplace Misclassification Act;
- b. Employment of Minors Child Labor Act;
- c. Minimum Wage Act;
- d. Prevailing Wage Act;
- e. Equal Pay Law;
- f. Employer to Pay Employment Medical Examination Fee Act;
- g. Seasonal Farm Labor Act;
- h. Wage Payment and Collection Law;
- i. Industrial Homework Law;
- j. Construction Industry Employee Verification Act;
- k. Act 102: Prohibition on Excessive Overtime in Healthcare;
- l. Apprenticeship and Training Act; and
- m. Inspection of Employment Records Law.

**Department of Transportation
Pipeline and Hazardous Materials Safety Administration (PHMSA)
Hazardous Materials Grants**

Grant and Cooperative Agreement Terms and Conditions

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1. Definitions

- a) **Recipient** – A non-Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term “recipient” does not include subrecipients.
- b) **Program Authorizing Official (PAO)** – The PAO is the delegated authority to execute the grant agreement. Should any changes to the scope, budget, schedule, or any other terms become necessary, the PAO in coordination with the AO has the authority to amend the award agreement.
- c) **Agreement Officer (AO)** – The AO has the authority to obligate the Government to the expenditures of Federal funds under this award.
- d) **Grant Specialist (GS)** – The GS is responsible for the daily administration of the award. The GS is NOT AUTHORIZED to change the scope, budget, specifications, and terms and conditions as stated in the award, to make any commitments that otherwise obligates the Government or authorize changes which affect the award budget, delivery schedule, period of performance, or other terms and conditions.
- e) **Recipient Authorized Grantee Official** – The individual with the Recipient organization who has authority to bind the organization legally and financially. It is the Recipient’s responsibility to follow their agency’s policies and procedures for ensuring that authorized officials are up to date, sign the grant agreement, and endorse any prior approval actions.
- f) **Recipient Project Director** – The individual designated by the recipient who is responsible for the technical direction of the program or project.

2. Recipient Responsibilities

In accepting a PHMSA financial assistance award (grant or cooperative agreement), the Recipient assumes legal, financial, administrative, and programmatic responsibility for administering the award in accordance with the laws, rules, regulations, and Executive Orders governing grants and cooperative agreements, and these Award Terms and Conditions, including responsibility for complying with any provisions included in the award.

3. Compliance with Award Terms and Conditions

Submission of a signed Request for Advance or Reimbursement (payment request) form constitutes the Recipient’s agreement to comply with and spend funds consistent with all the terms and conditions of this award. If PHMSA determines that noncompliance by the Recipient cannot be remedied by imposing additional conditions, PHMSA may take one or more of the following actions, as appropriate in the circumstances:

- a) Temporarily withhold cash payments pending correction of the deficiency by the Recipient.
- b) Disallow all, or part of, the cost of the activity or action not in compliance.
- c) Wholly or partly suspend or terminate the Federal award.
- d) Initiate suspension or debarment proceedings as authorized under 2 CFR part 180.
- e) Withhold further Federal awards for the project or program.
- f) Take other remedies that may be legally available.

4. Order of Precedence

Any inconsistency or conflict in the terms and conditions specified in this award will be resolved according to the following order of precedence:

- a) The Federal statute authorizing this award or any other Federal statutes, laws, regulations, or directives directly affecting performance of this award.
- b) Terms and Conditions of this award.

5. Violation of Award Terms

If the Recipient has materially failed to comply with any term of the award, the Agreement Officer may suspend, terminate, or take other remedies as may be legally available and appropriate in the circumstances.

6. Termination

The Federal award may be terminated in part, or its entirety as follows:

- a) By PHMSA if the Recipient fails to comply with the terms and conditions of the Federal award;
- b) By PHMSA with the consent of the Recipient, in which case the two parties must agree upon the termination conditions. These conditions include the effective date and, in the case of partial termination, the portion to be terminated;
- c) By the Recipient upon sending PHMSA a written notification of the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if PHMSA determines that the remaining portion of the Federal award will not accomplish the purposes for which the Federal award was made, PHMSA may terminate the Federal award in its entirety; or
- d) By PHMSA pursuant to the terms and conditions of the Federal award, including, to the extent authorized by law, if an award no longer effectuates the program goals or agency priorities.

7. Applicable Federal Law and Regulations

By entering into this agreement for a FY 2025 Hazardous Material Emergency Preparedness Grant, the Recipient assures and certifies, with respect to this Grant, that it will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Project. Performance under this agreement shall be governed by and in compliance with the following requirements, as applicable, to the type of organization of the Recipient and any applicable sub-recipients. The applicable provisions to this agreement include, but are not limited to, the following:

General Federal Legislation

- a) Hatch Act - 5 U.S.C. §§ 1501, et seq., but see 49 U.S.C. § 5323(1)(2)
- b) Age Discrimination Act of 1975 - 42 U.S.C. §§ 6101, et seq.
- c) American Indian Religious Freedom Act, Pub. L. No. 95-341, as amended
- d) Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. §§ 1101, et seq.
- e) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, Pub. L. No. 91-616, as amended - 42 U.S.C. §§ 4541, et seq.

- f) Sections 523 and 527 of the Public Health Service Act of 1912, as amended, 42 U.S.C. §§ 290dd through 290dd-2
- g) Contract Work Hours and Safety Standards Act - 40 U.S.C. § 3701, et seq.
- h) National Environmental Policy Act of 1969 - 42 U.S.C. §§ 4321, et seq.
- i) Single Audit Act of 1984 - 31 U.S.C. §§ 7501, et seq.
- j) Americans with Disabilities Act of 1990 - 42 U.S.C. § 12101, et seq.
- k) Title IX of the Education Amendments of 1972, as amended - 20 U.S.C. § 1681 through § 1683, and § 1685 through § 1687
- l) Section 504 of the Rehabilitation Act of 1973, as amended - 29 U.S.C. § 794
- m) Title VI of the Civil Rights Act of 1964 - 42 U.S.C. §§ 2000d *et seq.*
- n) Title IX of the Federal Property and Administrative Services Act of 1949 - 40 U.S.C. §§ 1101 -1104, 541, et seq.
- o) Limitation on Use of Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions – 31 U.S.C. § 1352
- p) Freedom of Information Act - 5 U.S.C. § 552, as amended
- q) Section 4(f) of the Department of Transportation Act of 1966, 49 U.S.C. 303 and 23 U.S.C. § 138
- r) The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. No. 109-282, as amended by section 6202 of Pub. L. No. 110-252)
- s) Cargo Preference Act of 1954 – 46 U.S.C. § 55305
- t) Build America, Buy America Act, Pub. L. No. 117-58, div. G §§ 70901–70927
- u) Bringing in and harboring certain aliens – 8 U.S.C. 1324
- v) Aiding or assisting certain aliens to enter – 8 U.S.C. 1327

Executive Orders

- a) Executive Order 11990 – Protection of Wetlands
- b) Executive Order 12372 – Intergovernmental Review of Federal Programs
- c) Executive Order 12549 – Debarment and Suspension
- d) Executive Order 14005 – Ensuring the Future is Made in All of America by All of America’s Workers
- e) Executive Order 14025 – Worker Organizing and Empowerment
- f) Executive Order 14149, Restoring Freedom of Speech and Ending Federal Censorship
- g) Executive Order 14154, Unleashing American Energy
- h) Executive Order 14151, Ending Radical and Wasteful Government DEI Programs and Preferencing
- i) Executive Order 14168 Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government
- j) Executive Order 14173, Ending Illegal Discrimination and Restoring Merit-Based Opportunity

General Federal Regulations

- a) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards – 2 CFR Parts 200, 1201
- b) Non-procurement Suspension and Debarment – 2 CFR Parts 180, 1200
- c) Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements) – 41 CFR Parts 60, et seq.

- d) New Restrictions on Lobbying – 49 CFR Part 20
- e) Nondiscrimination in Federally Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964 – 49 CFR Part 21, including any amendments thereto
- f) Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance – 49 CFR Part 25
- g) Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance – 49 CFR Part 27
- h) Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation – 49 CFR Part 28
- i) Governmentwide Requirements for Drug-Free Workplace (Financial Assistance) – 49 CFR Part 32
- j) DOT’s implementing ADA regulations for transit services and transit vehicles, including the DOT’s standards for accessible transportation facilities in Part 37, Appendix A – 49 CFR Parts 37 and 38
- k) Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs – 49 CFR Part 26 (as applicable under section 12 of this agreement), including any amendments thereto
- l) National Environmental Policy Act implementing regulations– 40 CFR 1500 - 1508

Specific assurances required to be included in the FY 2025 Hazardous Material Emergency Preparedness Grant agreement by any of the above laws, regulations, or circulars are hereby incorporated by reference into this agreement.

8. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR 200)

The recipient (and any subrecipients) must comply with these requirements including the cost principles which apply to the recipient, and the audit requirements the recipient must follow. A recipient who expends \$1,000,000 or more of federal funds, in the recipient’s fiscal year, must have an audit conducted.

2 CFR 200 is incorporated by reference into this award

9. Federal Law and Public Policy Requirements.

- a) The Recipient shall ensure that Federal funding is expended in full accordance with the United States Constitution, Federal law, and statutory and public policy requirements: including but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination; and Recipient will cooperate with Federal officials in the enforcement of Federal law, including cooperating with and not impeding U.S. Immigration and Customs Enforcement (ICE) and other Federal offices and components of the Department of Homeland Security in and the enforcement of Federal immigration law.
- b) Pursuant to Executive Order 14173, Ending Illegal Discrimination And Restoring Merit-Based Opportunity, the Recipient agrees that its compliance in all respects with all

applicable Federal anti-discrimination laws is material to the government’s payment decisions for purposes of section 3729(b)(4) of title 31, United States Code.

- c) Pursuant to Executive Order 14173, Ending Illegal Discrimination And Restoring Merit-Based Opportunity, by entering into this agreement, the Recipient certifies that it does not operate any programs promoting diversity, equity, and inclusion (DEI) initiatives that violate any applicable Federal anti-discrimination laws.
- d) The failure of this agreement to expressly identify Federal law applicable to the Recipient or activities under this agreement does not make that law inapplicable.

10. Restrictions on Use of Funds for Lobbying, Support of Litigation, or Direct Advocacy costs associated with obtaining Federal assistance awards.

The Recipient and its contractors may not use grant funds for lobbying in direct support of litigation, or in direct advocacy for, or against, a pipeline construction or expansion project.

The Recipient and its contractors may not conduct political lobbying, as defined in the statutes, regulations, and [2 CFR 200.450](#) – “Lobbying,” within the Federally-supported project. The Recipient and its contractors may not use Federal funds for lobbying specifically to obtain grants and cooperative agreements. The Recipient and its contractors must comply with 49 CFR 20, U.S. Department of Transportation “New Restrictions on Lobbying.”

[49 CFR 20](#) is incorporated by reference into this award.

11. Nondiscrimination

The Recipient must comply with Title VI of the Civil Right Act of 1964, which provides that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied benefits of, be subject to discrimination under any program or activity receiving Federal financial assistance. The Recipient must comply with 49 CFR 21, “Nondiscrimination in Federally-Assisted Programs of the Department of Transportation— Effectuation of Title VI of the Civil Rights Act of 1964.”

[49 CFR 21](#) is incorporated by reference into this award.

The purpose of Section 9 is to ensure that the Recipient has a plan to comply with Title VI and 49 C.F.R. part 21, including any amendments thereto.

If the Recipient is a non-State DOT and does not have a current Title VI Plan on file with PHMSA then as described in chapter II, section 2 of DOT Order 1000.12C, including any amendments or updates thereto, PHMSA must complete a Title VI Assessment of the Recipient before entering this grant agreement. Until DOT guidance on conducting such an assessment is finalized, PHMSA may rely on the date of Title VI assurances provided with the signing of the grant agreement.

To ensure that all Recipients of PHMSA funds are aware of their responsibilities under the various civil rights laws and regulations, the PHMSA Office of Civil Rights has developed an information tool and training. These documents are found on the PHMSA website at <http://www.phmsa.dot.gov/org/civilrights/grantrecipientinformation>. If you should have any questions concerning your responsibilities under the External Civil Rights Program, please contact Rosanne Goodwill, Civil Rights Director, at 202-366-9638 or by e-mail at

rosanne.goodwill@dot.gov.

12. Government-wide Debarment and Suspension (Non-procurement)

The Recipient must review the “list of parties excluded from federal procurement or non-procurement programs” located on the System for Award Management (SAM) website before entering into a sub-award. <https://www.sam.gov> No sub-award may be issued to an entity or person identified in the “list of parties excluded from federal procurement or non- procurement programs.”

[2.CFR.1200](#) is incorporated by reference into this award.

The Recipient must inform the PAO if the recipient suspends or debars a sub-awardee.

13. Drug-Free Workplace

The Recipient must comply with the provisions of Public Law 100-690, Title V, Subtitle D, “Drug-Free Workplace Act of 1988,” which require the Recipient to take steps to provide a drug-free workplace. The Recipient must comply with [49.CFR.32](#), “Government-wide Requirements for Drug Free Workplace (Financial Assistance)” which is incorporated by reference into this award.

14. Small and Disadvantaged Business Requirements

If any funds under this award are administered by or through a State Department of Transportation, the Recipient shall expend those funds in compliance with the requirements at 49 CFR part 26, including any amendments thereto.

If any funds under this award are not administered by or through a State Department of Transportation, the Recipient shall expend those funds in compliance with the requirements at 2 CFR 200.321, including any amendments thereto.

15. eInvoicing (PHMSA May 2024)

Recipients of PHMSA grants and cooperative agreements must use the DOT Delphi eInvoicing System.

a) Recipients’ Requirements:

Recipients must:

- i. Have internet access to register and submit payment requests through the Delphi eInvoicing system;
- ii. Submit payment requests electronically and receive payment electronically.

New Grant Recipient User: Once a grant is fully executed, the grant management specialist will submit the recipients’ request (External Delphi UAR Form) to the PHMSA Delphi Access Administrator via email to PHMSAinvoicing@dot.gov for a new user account to be granted Delphi. Once a Grantee has completed the registration process and obtained their username and password, they can access the Delphi eInvoicing System. Grantees should activate their system account within 3 days of receiving their credentials to prevent the account from being deactivated. A user account will remain valid unless it is deactivated due to a period of inactivity (it has not been logged into for 45 days) or your agency requests it to be deactivated. If a Grantees account has been deactivated due to a period of inactivity for any reason, they should contact the ESC Production Helpdesk, who can be reached at 866-641-3500, Option 4 , 3.

NOTE: The “Delphi External Access Request” form should be completed at the time of grant award execution to ensure that the Grant Recipient has access to the system in order to submit invoices as needed. The following tutorial outlines the steps that each grant recipient user must take to become authenticated and activate his/her Delphi eInvoicing System account – Please share this link with new grantees who need new accounts in Delphi System: [ESC: Delphi eInvoicing System - Home](#).

b) System User Requirements:

- iii. Contact the assigned grant specialist directly to sign up for the system. PHMSA will provide the recipient’s name and email address to the DOT Financial Management Office. The DOT Financial Management Office will then invite the recipient to sign up for the system;
- iv. DOT will send the recipient a User Account Application form to verify identity. The recipient must complete the form and present it to a Notary Public for verification. The recipient will return the notarized form as follows:

Via U.S. Postal Service (certified):
DOT Enterprise Services Center
FAA Accounts Payable
AMZ-100 PO Box 25710
Oklahoma City, OK 73125

Via FedEx or UPS:
DOT Enterprise Services Center MMAC-FAA/ESC/AMZ-150
6500 S. MacArthur Blvd.
Oklahoma City, OK 73169

Note: Additional information, including training materials, and helpdesk support can be found on the DOT Delphi eInvoicing website [ESC: Delphi eInvoicing System - Home](#).

c) Waivers

DOT Financial Management officials may, on a case by case basis, waive the requirement to register, and use, the electronic payment system. Waiver request forms can be obtained on the DOT eInvoicing website (<http://www.transportation.gov/cfo/delphi-einvoicing-system.html>) or by contacting the PHMSA Agreement Officer. Recipients must explain why they are unable to use or access the internet to submit payment requests.

16. Payments

Reimbursement payments will be made after the electronic receipt via the DOTeInvoicing System of “Request for Advance or Reimbursement” (Standard Form SF-270).

b) Method of payment

- i) PHMSA will make all payments under this agreement by electronic funds transfer (EFT), except as provided by paragraph (a)(ii) of this clause. As used in this clause, the term “EFT” refers to the funds transfer and may also include the payment information transfer.
- ii) If PHMSA is unable to release one or more payments by EFT, the Recipient agrees either to –
 - i) Accept payment by check or some other mutually agreeable method of payment; or

- ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph d. of this clause).
- c) Recipient's EFT information. The Government will make payment to the Recipient using the EFT information contained in the System for Award Management (SAM) database. If the EFT information changes, the Recipient is responsible for providing the updated information into the System for Award Management (SAM) at: <https://www.sam.gov>
- d) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR Part 210.
- e) Suspension of payment. If the Recipient's EFT information in the SAM database is incorrect, the Government is not obligated to make payment to the Recipient under this agreement until the correct EFT information is entered into the SAM database. An invoice or agreement-financing request is not a proper invoice for the purpose of prompt payment under this agreement.
- f) Recipient EFT arrangements. If the Recipient has identified multiple payment receiving points (i.e., more than one remittance address and/or EFT information set) in the SAM database, and the Recipient has not notified the Government of the payment receiving point applicable to this agreement, the Government will make payment to the first payment receiving point (EFT information set or remittance address as applicable) listed in the SAM database.
- g) Liability for uncompleted or erroneous transfers.
 - i) If an uncompleted or erroneous transfer occurs because the Government used the Recipient's EFT information incorrectly, the Government remains responsible for –
 - i) Making a correct payment;
 - ii) Paying any prompt payment penalty due; and
 - iii) Recovering any erroneously directed funds.
 - ii) If an uncompleted or erroneous transfer occurs because the Recipient's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and –
 - i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Recipient is responsible for recovery of any erroneously directed funds; or
 - ii) If the funds remain under the control of the payment office, the Government will not make payment, and the provisions of paragraph d. of this clause apply.
- h) EFT and prompt payment. A payment will have been made in a timely manner in accordance with the prompt payment terms of this agreement if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.
- i) EFT and assignment of claims. If the Recipient assigns the proceeds of this agreement, the Recipient must require, as a condition of any such assignment, that the assignee register in

the SAM database and be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause will apply to the assignee as if it were the Recipient. EFT information that shows the ultimate recipient of the transfer to be other than the Recipient, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph d. of this clause.

- j) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information made by the Recipient's financial agent.
- k) Payment information. The payment or disbursing office will forward to the Recipient available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Recipient to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph a. of this clause, the Government will mail the payment information to the remittance address contained in the SAM database.

17. Advance Payment

49 CFR § 110.50 authorizes PHMSA to issue advance payments to grant recipients. Recipient must receive prior approval from PHMSA and must meet the required criteria for advance payments to be made.

- a) Recipient must possess financial management systems that meet the standards for fund control and accountability as established in 2 CFR 200.302 for awards issued after that date. Recipient must ensure that advance payment requests are limited to the minimum amounts needed and be timed to be in accordance with the actual, immediate cash requirements in carrying out the purpose of the approved program or project. Recipient must deposit and maintain advance payments in insured accounts whenever possible unless the recipient receives less than \$120,000 in federal awards from all sources or can demonstrate the best reasonably available interest-bearing account would not be expected to earn interest in excess of \$500 per year on Federal cash balances. \$250 for awards issued prior to December 26, 2014.
- b) Recipient submits advance payments based on cash payment needs and not accrued liabilities.
- c) Recipient must remain in compliance with the terms and conditions of their award.
- d) Recipient is not indebted to the United States Government.
- e) Recipient's SAM.gov registration is current and active at the time of the advance payment request.
- f) The recipient maintains supporting documentation in their files and makes them available upon request to PHMSA in order to determine if the costs adhere to the applicable cost principles, statutes and regulations. PHMSA will also monitor to ensure grantee has not requested advance payments beyond immediate disbursing needs and that excess balances were promptly returned to the Treasury.

18. Advance Payment Process

To request an advance payment, log into the DOT Electronic Payment System (Delphi E-

Invoicing), create and submit a standard invoice, and complete an SF270 form with the Advance Payment Request. This process is similar to requesting a reimbursement. The grant specialist assigned to your account will receive an email generated from the system with the invoice details.

- l) Advance payments must be fully disbursed (example: checks written, signed, and issued to the payees) within 30 days of the date you receive the advance funds from the U.S. Treasury.
- m) Advance payment requests should be submitted no earlier than 10 business days prior to the beginning of the period for which the funds are requested.
- n) PHMSA will check for all of the following criteria:
 - i. Your award balance is sufficient to meet the advance amount requested.
 - ii. Evaluations will be based on cash payments and not on accrued liabilities.
 - iii. You have satisfied program requirements including submission of required federal financial reports for prior quarters/periods.
 - iv. The request is for allowable expenditures.

19. Adherence to Original Project Objectives and Budget Estimates

- o) The Recipient is responsible for any commitments or expenditures it incurs in excess of the funds provided by an award. Pre-award costs are those incurred prior to the effective date of the Federal award directly pursuant to the negotiation and in anticipation of the Federal award where such costs are necessary for efficient and timely performance of the scope of work. Such costs are allowable only to the extent that they would have been allowable if incurred after the date of the Federal award, *and only with the written approval of the Program Authorizing Official or delegate*.
- p) The Recipient must submit any proposed change, that requires PHMSA's written approval, 30 days prior to the requested effective date of the proposed change. PHMSA will not approve any change to the award during the last 30 days of the award period.

20. Prior Approvals

- q) The following expenditures require the PAO's advance written approval:
 - i) Changes in the scope, objective, or key personnel referenced in the Recipient's proposal.
 - ii) Change in the project period. PHMSA must receive this request no later than 30 calendar days prior to the end of the project period. The Recipient must submit a revised budget indicating the planned use of all unexpended funds during the extension period.
- r) The Recipient must submit a revised financial estimate and plan for i) and ii) above.
- s) PHMSA will notify the Recipient in writing within 30 calendar days after receipt of the request for revision or adjustment whether the request has been approved.

21. Seat Belt Use Policies and Programs

In accordance with Executive Order 13043, the Recipient is encouraged to adopt on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this presidential initiative. For information on how to implement such a program or for statistics on the potential benefits and cost-savings to your company or organization, please visit the Buckle Up America section on NHTSA's website at www.nhtsa.dot.gov. Additional resources are available from the Network of Employers for Traffic Safety (NETS), a public-private partnership headquartered in Washington, D.C. dedicated to improving the traffic safety practices of employers and employees. NETS is prepared to help with technical assistance, a simple, user-friendly program kit, and an award for

achieving the President's goal of 85 percent seat belt use. NETS can be contacted at 1-888-221-0045 or visit its website at www.trafficsafety.org.

22. Ban on Text Messaging While Driving

- t) *Definitions.* The following definitions are intended to be consistent with the definitions in DOT Order 3902.10 and the E.O. For clarification purposes, they may expand upon the definitions in the E.O.

“Driving”-

- i) Means operating a motor vehicle on a roadway, including while temporarily stationary because of traffic, a traffic light, stop sign, or otherwise.
- ii) It does not include being in your vehicle (with or without the motor running) in a location off the roadway where it is safe and legal to remain stationary.

“Text messaging” --- means reading from or entering data into any handheld or other electronic device, including for the purpose of short message service texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include the use of a cell phone or other electronic device for the limited purpose of entering a telephone number to make an outgoing call or answer an incoming call, unless the practice is prohibited by State or local law.

- u) In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, financial assistance recipients and subrecipients of grants and cooperative agreements are encouraged to:
- 1) Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving--
 - i) Company-owned or -rented vehicles or Government-owned, leased or rented vehicles; or
 - ii) Privately-owned vehicles when on official Government business or when performing any work for or on behalf of the Government.
 - 2) Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as--
 - i) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - ii) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- v) *Assistance Awards.* All recipients and subrecipients of financial assistance to include: grants, cooperative agreements, loans and other types of assistance, shall insert the substance of this clause, including this paragraph (c), in all assistance awards.

23. Rights in Technical Data

Rights to intangible property under this agreement are governed in accordance with [2 CFR 200.315](#) - “Intangible Property.”

24. Notice of News Releases, Public Announcements, and Presentations

The Recipient must have the PAO's prior approval for all press releases, formal announcements, or other planned written issuance containing news or information concerning this Agreement before

issuance. The Recipient must provide two copies of the document to the PAO for review prior to release. Also, the PAO must approve any planned presentations/briefings related to this Agreement, as well as the actual presentation (e.g. slides/vu-graphs) to be used.

25. Reporting Fraud, Waste, or Abuse

The DOT Inspector General maintains a toll-free hotline for receiving information concerning fraud, waste, or abuse under grants and cooperative agreements. Such reports are kept confidential and callers may decline to give their names if they choose to remain anonymous. The number is: (800) 424-9071.

The mailing address is:

DOT Inspector General Hotline

1200 New Jersey Ave SE

West Bldg. 7th Floor

Washington, DC 20590

Email: hotline@oig.dot.gov

Web: <http://www.oig.dot.gov/Hotline>

26. Reporting Grantee Executive Compensation/First Tier Sub-Awards (PHMSA May 2024)

w) *Definitions.* As used in this provision:

“Executive” means an officer or any other employee in a management position.

“First-tier sub-award” means an award issued directly by the prime Awardee to a sub-awardee to provide support for the performance of any portion of the substantive project or program for which the award was received. A sub-award includes an agreement that the prime Awardee or a sub-awardee considers a contract.

“Total compensation” means the cash and noncash dollar value earned by the executive during the Awardee’s preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

- i) Salary and bonus.
- ii) Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Financial Accounting Standards Board’s Accounting Standards Codification (FASB ASC) 718, Compensation-Stock Compensation.iii) Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
- iii) Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives and are available generally to all salaried employees.

- iv) Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
 - v) Above-market earnings on deferred compensation which is not tax-qualified.
 - vi) Other compensation, if the aggregate value of all such other compensation (e.g., severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.
- x) *System for Award Management (SAM)*. As a recipient of a Federal award you are required to register in the System for Award Management (SAM) at: <https://www.sam.gov>
- y) *Notification to Sub-Awardees*. Awardees are required to report information on sub-awards. The law requires all reported information be made public; therefore, the Awardee is responsible for notifying its sub-awardees that the required information will be made public.
- z) *Reporting of First-Tier Sub-Awards*. By the end of the month following the month of award of a first-tier sub-award with a value of \$25,000 or more, the Awardee shall report the information below at <http://www.fsr.gov> for each first-tier sub-award. (The Awardee shall follow the instructions at <http://www.fsr.gov> to report the data.) If the Awardee, in the previous tax year, had gross income from all sources under \$300,000, the Awardee is exempt from the requirement to report subcontractor awards. If a sub-awardee, in the previous tax year had gross income from all sources under \$300,000, the Awardee does not need to report awards made to that sub-awardee.
- i) Unique Entity Identifier (The Unique Entity ID is a 12-character alphanumeric ID assigned to an entity by SAM.gov) for the sub-awardee receiving the award, and for the sub-awardee's parent company, if the sub-awardee has a parent company.
 - ii) Name of the sub-awardee.
 - iii) Amount of the sub-award.
 - iv) Date of the sub-award.
 - v) A description of the effort being provided under the sub-award, including the overall purpose and expected outcome or result of the sub-award.
 - vi) Sub-award number (assigned by the Awardee).
 - vii) Sub-awardee's physical address including street address, city, state, country, 9-digit zip code, and congressional district.
 - viii) Sub-awardee's primary performance location including street address, city, state, country, 9-digit zip code, and congressional district.
 - ix) The prime award number (assigned by PHMSA)
 - x) Awarding agency name. (PHMSA)
 - xi) Funding agency name. (PHMSA)
 - xii) Government awarding office code. (56)
 - xiii) Treasury account symbol (TAS) as reported in Federal Assistance Award Data System.
 - xiv) The applicable North American Industry Classification System (NAICS) code.

- aa) *Reporting Executive Compensation of Awardee.* If the Awardee, in the previous tax year, had gross income from all sources under \$300,000, the Awardee is exempt from the requirement to its executive compensation.

By the end of the month following the month of receipt of a prime award, and annually thereafter, the Awardee shall report the names and total compensation of each of the five most highly compensated executives for the Awardee's preceding completed fiscal year at <https://www.sam.gov> if, in the Awardee's preceding fiscal year, the Awardee received:

- i) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and sub-awards), cooperative agreements, other transaction agreements; and
- ii) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and sub-awards), cooperative agreements, other transaction agreements; and
- iii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

- bb) *Reporting Executive Compensation of Sub-Awardees.* If the Awardee, in the previous tax year, had gross income from all sources under \$300,000, the Awardee is exempt from the requirement to report the executive compensation of sub-awardees. If a sub-awardee, in the previous tax year had gross income from all sources under \$300,000, the Awardee does not need to report the executive compensation of that sub-awardee.

By the end of the month following the month of a first-tier sub-award with a value of \$25,000 or more, and annually thereafter, the Awardee shall report the names and total compensation of each of the five most highly compensated executives for each first-tier sub-awardee for the sub-awardee's preceding completed fiscal year at <http://www.fsrs.gov>, if in the sub-awardee's preceding fiscal year, the sub-awardee received:

- i) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and sub-awards), cooperative agreements, other transaction agreements; and
- ii) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and sub-awards), cooperative agreements, other transaction agreements; and
- iii) The public does not have access to information about the compensation of the

executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

27. 811, Call Before You Dig Program (PHMSA May 2024)

Damage to pipelines during excavation is a leading cause of accidents resulting in serious injuries and fatalities, but these accidents are preventable, and you can help in preventing them. 811 is designated as the national call-before-you-dig number. Every state has a one-call law requiring excavators to have underground utilities marked before digging. The recipient is encouraged to adopt the “811, Call Before You Dig” program for its employees and contractors when digging on company-owned, leased, or personally owned property. For information on how to implement such a program please visit the *811 – Call Before You Dig* section of Pipeline and Hazardous Materials Safety Administration’s (PHMSA’s) website at www.phmsa.dot.gov.

28. Access to Electronic and Information Technology (PHMSA May 2024)

Each Electronic and Information Technology (EIT) product or service, furnished under this award, must be in compliance with the Electronic and Information Technology Accessibility Standard (36 CFR 1194), which implements Section 508 of the Rehabilitation Act of 1973, codified at 29 U.S.C. § 794d. The PHMSA Office of Civil Rights will respond to any questions and will certify Section 508 compliance for the requirement. You can reach the PHMSA Office of Civil Rights at phmsa.civilrights@dot.gov, or 202-366-9638.

29. Combating Trafficking in Persons (PHMSA May 2024)

PHMSA may terminate grants, cooperative agreements, or take any of the other remedial actions authorized under 22 U.S.C. 7104(g), without penalty, if the grantee or any subgrantee, engages in, or uses labor recruiters, brokers, or other agents who engage in-

- cc) severe forms of trafficking in persons;
- dd) the procurement of a commercial sex act during the period of time that the grant, or cooperative agreement is in effect;
- ee) the use of forced labor in the performance of the grant or cooperative agreement; or
- ff) acts that directly support or advance trafficking in persons, including the following acts:
 - i) Destroying, concealing, removing, confiscating, or otherwise denying an employee access to that employee’s identity or immigration documents.
 - ii) Failing to provide return transportation or pay for return transportation costs to an employee from a country outside the United States to the country from which the employee was recruited upon the end of employment if requested by the employee, unless-
 - 1) exempted from the requirement to provide or pay for such return transportation by the Federal department or agency providing or entering into the grant, or cooperative agreement; or
 - 2) the employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or a witness in a human trafficking enforcement action.
 - iii) Soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretenses, representations, or promises regarding that employment.

- iv) Charging recruited employees unreasonable placement or recruitment fees, such as fees equal to or greater than the employee's monthly salary, or recruitment fees that violate the laws of the country from which an employee is recruited.
- v) Providing or arranging housing that fails to meet the host country housing and safety standards.

30. Prohibition on Awarding to Entities that Require Certain Internal Confidentiality Agreements (PHMSA FEB 2015)

- gg) The Recipient shall not require employees or subcontractors seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud or abuse to a designated investigative or law enforcement representative of a federal department or agency authorized to receive such information.
- hh) The Recipient shall notify employees that the prohibitions and restrictions of any internal confidentiality agreements covered herein are no longer in effect.
- ii) The prohibition in paragraph (a) above does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.
- jj) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Resolution Appropriations Act, 2015 (P.L. 113-235), use of funds appropriated (or otherwise made available) under that or any other Act may be prohibited, if the Government determines that the Recipient is not in compliance with the provisions herein. The Government may seek any available remedies in the event the Recipient fails to comply with the provisions herein.

31. Copyrights

PHMSA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal government purposes:

- a) The copyright in any work developed under a grant, sub award, or contract under a grant or sub award; and
- b) Any rights of copyright to which a Recipient, sub recipient or a contractor purchases ownership with grant support.

33. American Materials Required (PHMSA MAY 2024)

If articles, materials, or supplies, are required: Per 41 USC 8302, only unmanufactured articles, materials, and supplies, that have been mined or produced in the United States, and only manufactured articles, materials, and supplies that have been manufactured in the United States substantially all from articles, materials, or supplies mined, produced, or manufactured in the United States, shall be acquired under this award unless PHMSA determines their acquisition to be inconsistent with the public interest of their cost to be unreasonable.

This requirement does not apply:

- a) to articles, materials, or supplies for use outside the United States;

- b) if articles, materials, or supplies of the class or kind to be used, or the articles, materials, or supplies from which they are manufactured, are not mined, produces, or manufactured in the United States in sufficient and reasonably available commercial quantities and are not of a satisfactory quality; and
- c) to manufactured articles, materials, or supplies procured under any contract with an award value that is not more than the micro-purchase threshold.

34. Reporting

- a) *Annual Federal Financial Report (FFR) (SF-425)* – The Annual FFR provides an update on the status of funds for the performance period. This report is cumulative. The Annual FFR is due no later than 11:59pm Eastern Standard Time (EST), December 30th of the performance year.
- b) *Annual Progress Reports* – Each grant recipient is required to submit a progress report to show progression of approved projects and activities. Grant recipients with a performance period longer than twelve (12) months are required to submit an annual progress report and must follow the instructions outlined in the terms and conditions of the grant award.
- c) *Final FFR*– The Final FFR closes-out the financial reporting for the performance period. A Final FFR is due no later than 11:59pm Eastern Standard Time (EST), 120 days after the end of the performance period.
- d) *Final Progress Report* – The Final Progress Report provides the status of the activities performed during the entire performance period. The final progress report is due no is due no later than 11:59pm Eastern Standard Time (EST), 120 days after the end of the performance period.

A request for extension of the due date for a mid and end of year reports must be made in writing to PHMSA no later than **15 days** before the reports are due. The request must include the reason for the request and the requested due date.

(End of provision)

**Pipeline and Hazardous Materials Safety
Administration (PHMSA)**

HMEP Grant Specific Assurances

The Subrecipient agrees with and gives the following specific assurances (“Assurances”) with respect to its Federally assisted PHMSA HMEP Grant:

1. The Subrecipient agrees that each “activity,” “facility,” or “program,” as defined in §§ 21.23(b) and 21.23(e) of 49 C.F.R. § 21 will be (with regard to an “activity”) facilitated, or will be (with regard to a “facility”) operated, or will be (with regard to a “program”) conducted in compliance with all requirements imposed by, or pursuant to the following statutory and regulatory authorities:
 - Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
 - 49 C.F.R. Part 21 (entitled *Non-discrimination In Federally-Assisted Programs Of The Department Of Transportation—Effectuation Of Title VI Of The Civil Rights Act Of 1964*);
 - 28 C.F.R. section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);
 - Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
 - The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
 - The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
 - Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
 - Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).

The preceding statutory and regulatory cites hereinafter are referred to as the “Acts” and “Regulations,” respectively.

2. The Subrecipient will insert the following notification in all solicitations for bids, Requests for Proposals for work, or material subject to the Acts and the Regulations made in connection with its PHMSA HMEP Grant and, in adapted form, in all proposals for negotiated agreements regardless of funding source:

*“The **(Organization Name)** in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that with respect to any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”*

3. The Subrecipient will insert the clauses of Appendix A and E of this Assurance in every contract or agreement subject to the Acts and the Regulations.
4. The Subrecipient will insert the clauses of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Subrecipient.
5. That where the Subrecipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
6. That where the Subrecipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
7. That the Subrecipient will include the clauses set forth in Appendix C and Appendix D of this Assurance, as a covenant running with the land, in any future deeds, leases, permits, or similar instruments entered into by the Recipient with other parties:
 - a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
8. That is Assurance obligates the Subrecipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Subrecipient, or any transferee for the longer of the following periods:
 - a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
 - b. the period during which the Subrecipient retains ownership or possession of the property.
9. The Subrecipient agrees that the United State has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this Assurance, the Subrecipient also agrees to comply (and require any contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing the PHMSA access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by PHMSA. You must keep records, reports, and submit the material for review upon requests to PHMSA, or its designee in a

timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

The Subrecipient gives this Assurance in consideration or and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the Subrecipient by the USDOT under the PHMSA's HMEP Grant. This Assurance is binding on the Subrecipient and its contractors, subcontractors, transferees, successors in interest, and any other participants in the PHMSA's HMEP Grant.

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Pipeline and Hazardous Materials Safety Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor’s obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Pipeline and Hazardous Materials Safety Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the Pipeline and Hazardous Materials Safety Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor’s noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Pipeline and Hazardous Materials Safety Administration may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Pipeline and Hazardous Materials Safety Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW, THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the *(Title of Subrecipient)* will accept title to the lands and maintain the project constructed thereon in accordance with *(Name of Appropriate Legislative Authority)*, the Regulations for the Administration of *(Name of Appropriate Program)*, and the policies and procedures prescribed by the Pipeline and Hazardous Materials Safety Administration of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the *(Title of Subrecipient)* all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto *(Title of Subrecipient)* and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the *(Title of Subrecipient)*, its successors and assigns.

The *(Title of Recipient)*, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the *(Title of Subrecipient)* will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non- discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX C

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the *(Title of Subrecipient)* pursuant to the provisions of Assurance 7(a):

- A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add “as a covenant running with the land”] that:
 1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, *(Title of Subrecipient)* will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*
- C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the *(Title of Subrecipient)* will have the right to enter or re-enter the lands and facilities thereon, and the above-described lands and facilities will there upon revert to and vest in and become the absolute property of the *(Title of Subrecipient)* and its assigns. *

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX D

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by *(Title of Subrecipient)* pursuant to the provisions of Assurance 7(b):

- A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, “as a covenant running with the land”) that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.
- B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Non- discrimination covenants, *(Title of Subrecipient)* will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*
- C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, *(Title of Subrecipient)* will there upon revert to and vest in and become the absolute property of *(Title of Subrecipient)* and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).

Federal Funding Accountability and Transparency Act Subrecipient Agreement Requirements

1. Registration and Identification Information

Subrecipient must maintain current full registration that permits their entity registration to appear in a public search in the System for Award Management or SAM (www.SAM.gov) at all times during which they have active federal awards funded pursuant to this agreement. A Unique Entity Identifier (UEI) is issued upon registration in SAM.gov.

Subrecipient must provide its assigned UEI to the Commonwealth of Pennsylvania (Commonwealth) along with Subrecipient's return of the signed agreement. The Commonwealth will not process this agreement until such time that Subrecipient provides this information.

2. Primary Location

Subrecipient must provide to the Commonwealth the primary location of performance under the award, including the city, State, and zip+4. If performance is to occur in multiple locations, then Subrecipient must list the location where the most amount of the award is to be expended pursuant to this agreement.

Subrecipient must provide this information to the Commonwealth along with Subrecipient's return of the signed agreement. The Commonwealth will not process this agreement until such time that Subrecipient provides this information.

3. Compensation of Officers

Subrecipient must provide to the Commonwealth the names and total compensation of the five most highly compensated officers of the entity **if—**

1. the entity in the preceding fiscal year received—
 - a. 80 percent or more of its annual gross revenues in Federal awards; and
 - b. \$30,000,000 or more in annual gross revenues from Federal awards; and
2. the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under *section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. See FFATA § 2(b)(1).*

If Subrecipient does not meet the conditions listed above, then it must specifically affirm to the Commonwealth that the requirements of this clause are inapplicable to the Subrecipient. Subrecipient must provide information responding to this question along with Subrecipient's return of the signed agreement. The Commonwealth will not process this agreement until such time that Subrecipient provides such information responding to this question.

Federal Funding Accountability and Transparency Act Subrecipient Data Sheet

Subrecipient must provide information along with Subrecipient's return of the signed agreement. The Commonwealth will not process the agreement until such time that Subrecipient provides such information.

REGISTRATION AND IDENTIFICATION INFORMATION

Unique Entity Identifier (UEI):

[INSTRUCTIONS: Subrecipient must provide its assigned UEI. Subrecipient must maintain current registration that permits their entity registration to appear in a public search in SAM (www.SAM.gov) at all times during which they have active federal awards funded pursuant to this agreement. A UEI is issued upon registration in SAM.gov.]

PRIMARY LOCATION

City:

State:

Zip+4:

[INSTRUCTIONS: Subrecipient must provide to the Commonwealth the primary location of performance under the award, including the city, State, and zip code including 4-digit extension. If performance is to occur in multiple locations, then Subrecipient must list the location where the most amount of the award is to be expended pursuant to the agreement.]

COMPENSATION OF OFFICERS

Officer 1 Name:

Officer 1 Compensation:

Officer 2 Name:

Officer 2 Compensation:

Officer 3 Name:

Officer 3 Compensation:

Officer 4 Name:

Officer 4 Compensation:

Officer 5 Name:

Officer 5 Compensation:

By marking the following box
Subrecipient affirms they do not
meet the conditions for reporting
highly compensated officials

[INSTRUCTIONS: Subrecipient must provide to the Commonwealth the names and total compensation of the five most highly compensated officers of the entity if --

1. the entity in the preceding fiscal year received—
 - a. 80 percent or more of its annual gross revenues in Federal awards; **and**
 - b. \$30,000,000 or more in annual gross revenues from Federal awards; **and**
2. the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under *section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. See FFATA § 2(b)(1).*

If the Subrecipient does not meet the conditions listed above, then it must specifically affirm to the Commonwealth that the requirements of this clause are inapplicable to the Subrecipient.

**AUDIT CLAUSE TO BE USED IN AGREEMENTS WITH SUBRECIPIENTS
RECEIVING FEDERAL AWARDS FROM THE COMMONWEALTH**

The SUBRECIPIENT must comply with all applicable federal and state grant requirements including *The Single Audit Act Amendments of 1996; 2 CFR Part 200 as amended*; and any other applicable law or regulation, and any amendment to such other applicable law or regulation that may be enacted or promulgated by the federal government.

For subrecipient fiscal years beginning BEFORE October 1, 2024, If the SUBRECIPIENT is a local government or non-profit organization that expends \$750,000 or more in federal awards during its fiscal year, the SUBRECIPIENT is required to provide the appropriate single or program specific audit in accordance with the provisions outlined in *2 CFR Part 200.501*.

For subrecipient fiscal years beginning ON OR AFTER October 1, 2024, If the SUBRECIPIENT is a local government or non-profit organization that expends \$1,000,000 or more in federal awards during its fiscal year, the SUBRECIPIENT is required to provide the appropriate single or program specific audit in accordance with the provisions outlined in *2 CFR Part 200.501*. 2024 Uniform Grant Guidance revisions to *2 CFR Part 200.501* increase the single or program specific audit threshold from \$750,000 to \$1,000,000 for auditee fiscal years beginning on or after October 1, 2024. Below is a table of fiscal year end dates and audit period end dates that demonstrates how the \$1,000,000 threshold applies.

Subrecipient's Fiscal Year End	Revised Threshold Effective for Audit Period Ending
September 30	September 30, 2025
December 31	December 31, 2025
March 31	March 31, 2026
June 30	June 30, 2026

If the SUBRECIPIENT expends total federal awards of less than the threshold established by *2 CFR 200.501*, it is exempt from federal audit requirements for that year, but records must be available for review or audit by appropriate officials (or designees) of the federal agency, pass-through entity, and Government Accountability Office (GAO).

If the SUBRECIPIENT is a for-profit entity, it is not subject to the auditing and reporting requirements of *2 CFR Part 200, Subpart F – Audit Requirements (Subpart F)*. However, the pass-through commonwealth agency is responsible for establishing requirements, as necessary, to ensure compliance by for-profit subrecipients. The contract with the for-profit subrecipient should describe applicable compliance requirements and the for-profit subrecipient's compliance responsibility. Methods to ensure compliance for federal awards made to for-profit subrecipients may include pre- award audits, monitoring during the contract and post-award audits. The post-award audits may be in the form of a financial audit in accordance with [Government Auditing Standards](#), a single audit report or program-specific audit report in accordance with *Subpart F*. However, these post-award audits must be submitted directly to the affected commonwealth agency that provided the funding. Only single audit reports for local governmental and non-profit subrecipients are electronically submitted to the Federal Audit Clearinghouse.

ADDITIONAL POTENTIAL COMPONENTS OF THE SINGLE AUDIT REPORTING PACKAGE

In instances where a federal program-specific audit guide is available, the audit report package for a program-specific audit may be different and should be prepared in accordance with the appropriate audit guide, *Government Auditing Standards*, and *Subpart F*.

In addition to the requirements of *Subpart F*, commonwealth agencies may require that the single audit reporting packages include additional components in the SEFA, or supplemental schedules, as identified through the respective grant agreement.

SUBMISSION OF THE AUDIT REPORT

The SUBRECIPIENT must submit an electronic copy of the audit report package to the Federal Audit Clearinghouse, which shall include the elements outlined in *Subpart F*.

AUDIT OVERSIGHT PROVISIONS

The SUBRECIPIENT is responsible for obtaining the necessary audit and securing the services of a certified public accountant or independent governmental auditor.

The commonwealth reserves the right for federal and state agencies or their authorized representatives to perform additional audits of a financial or performance nature, if deemed necessary by commonwealth or federal agencies. Any such additional audit work will rely on work already performed by the SUBRECIPIENT's auditor and the costs for any additional work performed by the federal or state agencies will be borne by those agencies at no additional expense to the SUBRECIPIENT.

Audit documentation and audit reports must be retained by the SUBRECIPIENT's auditor for a minimum of five years from the date of issuance of the audit report, unless the SUBRECIPIENT's auditor is notified in writing by the commonwealth, the cognizant federal agency for audit, or the oversight federal agency for audit to extend the retention period. Audit documentation will be made available upon request to authorized representatives of the commonwealth, the cognizant federal agency for audit, the oversight federal agency for audit, the federal funding agency, or the GAO.

Points of Contact

The contact person for this agreement for PEMA shall be:

Tasha Cressler
Grants Administrator
Pennsylvania Emergency Management Agency
1310 Elmerton Avenue
Harrisburg, PA 17110

The contact person for this agreement for Lancaster County shall be:

Brian Pasquale
Director of Emergency
Management
Emergency Management Agency
Post Office Box 219,
Lancaster, PA, 17545-0219

On motion of Commissioner _____, seconded by Commissioner _____, it was agreed for the County of Lancaster, acting on behalf of Adult Probation and Parole Services (APPS), to approve the following:

Annual Grant Award With: Pennsylvania Commission on Crime & Delinquency (PCCD)
Harrisburg, Pennsylvania

Purpose: To recognize funds from the Intermediate Punishment Program (IPP), which will be used to offset costs associated with clients who are court-ordered to probation with restrictive conditions using the electronic monitoring system in conjunction with required Alcohol Safety School and Moral Reconciliation Therapy as part of their treatment.

Amount/Term: \$95,000.00 for the period July 1, 2025 through June 30, 2026.
Increase of \$60,000.00, 171.5%.

Funding: 100% State funding.

1. Recipient Name and Address Lancaster County Commissioners 150 North Queen Street Suite 710 Lancaster, Pennsylvania 17603-3562		2. PCCD Grant Award Number 2025-IP-ST-47559
		3. Total Award Amount: \$95,000.00
4. Project Title "2025-2026 Intermediate Punishment Program"		5. Project Period 7/1/2025 - 6/30/2026
6. Special Conditions This grant is approved subject to such conditions or limitations as set forth below: <ol style="list-style-type: none"> 1. This award will become effective when an appropriate official of your organization accepts it by signing and attaching the signed copy to Egrants. 2. This subgrant is offered on the condition that you comply in administering your program with: <ol style="list-style-type: none"> a. All of the representations contained in your application, as amended b. PCCD's Applicant's Manual c. For federally funded awards, all applicable federal grant guidelines including, but not limited to, 2 CFR 200 and the special conditions listed on PCCD's federal award(s) applicable to this subaward. PCCD's federal awards can be found at http://www.pccd.pa.gov/Funding/Pages/PCCD-Federal-Awards.aspx <p>Continued on the Following Page(s)</p>		7. Funding Details <u>Fund Source #1</u> 2025 IP Award Amount: \$95,000.00 2025 IP Project Period: 7/1/2025 - 6/30/2026
8. Fiscal Contact Mrs. AnnaMarie Deskiewicz	9. Program Contact Mr. Vance VanOrder	
10. Name and Title of Approving Official Derin Myers Director, Office of Financial Management and Administration		11. Name and Title of Authorized Recipient
12. Signature of Approving Official /Derin Myers/ Derin Myers Electronically Signed: 02/06/2026 02:33 PM	Date	13. Signature of Authorized Recipient

PCCD Grant Award Number: 2025-IP-ST-47559

SPECIAL CONDITIONS

3. By accepting this award, the County agrees: to operate the program in conformance with Probation with Restrictive Conditions and Intermediate Punishment Treatment Program funding guidelines; to only use State funds for providing services to non-violent eligible offenders sentenced to Probation with Restrictive Conditions under the 7th and/or 8th Edition Sentencing Guidelines; provide the required program data within PCCD's Intermediate Punishment Data Collection (CIPP) System and Egrants. Failure to comply with these provisions will result in the loss of State funds.

**PENNSYLVANIA COMMISSION ON CRIME
AND DELINQUENCY**

PCCD USE ONLY

Applicant Hereby Applies to the PCCD for Financial Support for the Within-Described Project:

Receipt Date	Award Date	Grant Number(s)
11/21/2025	12/10/2025	2025-IP-ST 47559

Type of Funds for which you are applying	Intermediate Punishment Treatment Programs (State IP/DARIP)		
Applicant	Name Of Applicant: Lancaster County Commissioners		
	Federal I.D: 23-6003055	County: Lancaster	
	Street Address Line 1: 150 North Queen Street Suite 710		
	Address Line 2:	Address Line 3:	
	City: Lancaster	State: PA	Zip: 17603-3562
Recipient Agency	Lancaster County Commissioners		
Project Director	Name: Director Jennifer Luciano		Title:
	Agency:		
	Street Address Line 1: 40 East King Street		
	Address Line 2:	Address Line 3:	
	City: Lancaster	State: PA	Zip: 17603
Phone:	Fax: 7	Email:	
Financial Officer	Name: Mrs Marielena Quiles-Céspedes		Title: Business Manager
	Agency:		
	Street Address Line 1: 40 E. King Street		
	Address Line 2: Office 201	Address Line 3:	
	City: Lancaster	State: PA	Zip: 17602
Phone:	Fax:	Email:	
Contact	Name: Mrs Marielena Quiles-Céspedes		Title: Business Manager
	Agency:		
	Street Address Line 1: 40 E. King Street		
	Address Line 2: Office 201	Address Line 3:	
	City: Lancaster	State: PA	Zip: 17602
Phone:	Fax:	Email:	
Brief Summary of Project	Short Title (May not exceed 50 characters) 2025-2026 Intermediate Punishment Program		
(Do Not Exceed Space Provided)	2025-2026 Intermediate Punishment Program		

Grant Budget TOTAL BUDGET BY CATEGORY

BUDGET CATEGORY	AMOUNT
PERSONNEL	60,000.00
EMPLOYEE BENEFITS	0.00
TRAVEL (INCLUDING TRAINING)	0.00
EQUIPMENT	0.00
SUPPLIES & OPERATING EXPENSES	35,000.00
CONSULTANTS	0.00
CONSTRUCTION	0.00
OTHER	0.00
TOTAL	95,000.00

TOTAL BUDGET BY FUND SOURCE

FUND SOURCE	AMOUNT	PERCENT
FEDERAL	0.00	
STATE	95,000.00	100%
PROJECT INCOME	0.00	
INTEREST	0.00	
STATE MATCH	0.00	
CASH MATCH (NEW APPROP.)	0.00	
IN-KIND MATCH	0.00	
PROJECT INCOME MATCH	0.00	
TOTAL	95,000.00	100%

Project Start Date: 7/1/2025

Project End Date: 6/30/2026

BUDGET DETAILS**A. AGENCY BUDGETS**

BY RECIPIENT AGENCY	YEAR 1	TOTAL
Lancaster County Commissioners	95,000.00	95,000.00
Total:	95,000.00	95,000.00

Recipient Agency: Lancaster County Commissioners

BY CATEGORY	YEAR 1	TOTAL
PERSONNEL	60,000.00	60,000.00
EMPLOYEE BENEFITS	0.00	0.00
TRAVEL (INCLUDING TRAINING)	0.00	0.00
EQUIPMENT	0.00	0.00
SUPPLIES & OPERATING EXPENSES	35,000.00	35,000.00
CONSULTANTS	0.00	0.00
CONSTRUCTION	0.00	0.00
OTHER	0.00	0.00
Total:	95,000.00	95,000.00

Applicant Agency: Lancaster County Commissioners

BY SOURCE	YEAR 1	TOTAL
FEDERAL	0.00	0.00
STATE	95,000.00	95,000.00
PROJECT INCOME	0.00	0.00
INTEREST	0.00	0.00
STATE MATCH	0.00	0.00
CASH MATCH (NEW APPROP.)	0.00	0.00
IN-KIND MATCH	0.00	0.00
PROJECT INCOME MATCH	0.00	0.00
Total:	95,000.00	95,000.00

BUDGET DETAILS

A. AGENCY BUDGETS

Line Item Details for: Lancaster County Commissioners

YEAR 1

PERSONNEL

Justification: (T) \$60,000 for DUI Coordinator, AHSS Trainers and MRT Trainers salary. These positions involved coordination and treatment for individuals on restrictive conditions. The individual holding this position is the Lancaster County's designated DUI Coordinator, acting as a liaison between APPS and the DUI Association, and performing all duties associated with this role.

COST

Position: DUI Coordinator
Name: Heather Nunemaker

# Budgeted Hours / Week	# Weeks	Hourly Pay Rate	
22	x 50	x 38.95	42,845.00
Standard working hours per week: 37.500 hrs.		% Budgeted Hours: 58.667	

Position: Alcohol Highway Safety School Instructor
Name: Jeffrey Breckenmaker

# Budgeted Hours / Week	# Weeks	Hourly Pay Rate	
2.48	x 11	x 160.00	4,365.00
Standard working hours per week: 37.500 hrs.		% Budgeted Hours: 6.613	

Position: Alcohol Highway Safety School Instructor
Name: Victoria Brown

# Budgeted Hours / Week	# Weeks	Hourly Pay Rate	
3.74	x 50	x 27.50	5,143.00
Standard working hours per week: 37.500 hrs.		% Budgeted Hours: 9.973	

Position: MRT Trainer
Name: Ashley Koller

# Budgeted Hours / Week	# Weeks	Hourly Pay Rate	
2.50	x 46	x 27.31	3,141.00
Standard working hours per week: 37.500 hrs.		% Budgeted Hours: 6.667	

Position: MRT Trainer
Name: Terri Miller Landon

# Budgeted Hours / Week	# Weeks	Hourly Pay Rate	
3.25	x 46	x 30.14	4,506.00
Standard working hours per week: 4.000 hrs.		% Budgeted Hours: 81.25	

Personnel - Year 1 Total: 60,000.00

BUDGET DETAILS

A. AGENCY BUDGETS

Line Item Details for: Lancaster County Commissioners

SUPPLIES & OPERATING EXPENSES

Justification: (N) \$35,000 for electronic monitoring equipment to offset cost associated with the program.

				<u>COST</u>
Supply Item:	(N) Electronic Monitoring Equipment			
	Unit Cost Per Item	Quantity	% Applied To Grant	
	2.90	12,069.00	100.00	35,000.00
Supplies & Operating Expenses - Year 1 Total:				35,000.00

YEAR 1 TOTAL: 95,000.00

SECTIONS:

A. Executive Summary

Executive Summary - (length is limited to 5,000 characters; approximately one printed page)

1.

All applicants should fill out the following script and paste into the Executive Summary section:

The *[name of applicant]* is requesting \$ _____ to *[provide a single sentence or two describing what you are seeking to implement with your grant funding]*.

These funds will be used for the following: *[provide bullet points of what the funds will be used for]*.

Please note that responses in this section will be used in grant summaries and could be mentioned in press releases. Plain language that clearly describes the intent of the project is most effective.

Lancaster County Intermediate Punishment Treatment Program is requesting \$35,000 to provide electronic monitoring supervision for IP Treatment Program clients. These funds will be used to offset the cost of electronic monitoring equipment used by those in the county Intermediate Punishment Program/Probation with Restrictive Conditions (IPP/PRC). APPS also strives to continue the grow of IPP/PRC within Lancaster County by working with the District Attorney’s and the Public Defender’s office and providing training and valuable information to the Board of Judges. Additional grant funding for IPP/PRC will allow the Electronic Monitoring Unit to continue managing the number of individuals sentences to IPP/PRC, including those who have committed non-violent DUI related offenses, that will be able to be diverted from Lancaster County Prison, allowing them to seek appropriate treatment within the community. This diversion will decrease prison spending and population. IPP/PRC offenders will be required to apply for medical assistance when appropriate and will be violated and resented should they fail to comply with the terms of their supervision, including failure to engage with drug and alcohol treatment.

SECTIONS:**B. Statement of Problem (IP)**

1. This section must include a brief description of the problem that the proposed program and services will address. Applicants must include program activities to date. Applicants that previously received Intermediate Punishment Treatment Program awards must include program accomplishments for the previous two calendar years.

The Intermediate Punishment Program aims to reduce the increasing inmate population at the Lancaster County Prison, reduce recidivism, and increase public safety. APPS is requesting the maximum amount allocated. On average, IP clients are sentenced to 45 days of electronic monitoring at a rate of \$2.90 per day or \$130.50 per client. In 2024, there were 592 individuals sentenced to Intermediate Punishment, representing an 8% increase from 2023. Although the number of individuals who will be sentenced to the Intermediate Punishment Program is unknown, it has steadily increased in the last few years. From 2024 to 2025, there was an 8% increase in individuals sentenced to the Intermediate Punishment Program. The number of IPP clients is expected to follow this trend, increasing from 592 in 2024 to an estimated 800 in 2025; the cost of supervising 800 IPP clients at \$2.90 per day for the average sentence of 45 days would cost \$104,400, or \$130.50 per client. Adult Probation and Parole Services is requesting \$35,000, the maximum amount allocated for Lancaster County.

SECTIONS:**C. Project Description (IP)****1.**

This section must describe the proposed program(s) including, but not limited to the following:

- Process to identify eligible and appropriate candidates for probation with restrictive conditions;
- Procedures for the conduct of drug and alcohol assessments and clinical evaluations by qualified personnel to determine dependency issues and the recommended modality of treatment for DUI offenders prior to the imposition of probation;
- Impact to the county's drug and alcohol treatment systems, and how the proposed program will assist or impact the county's correctional system;
- The availability of enough capacity in residential and non-residential licensed drug and alcohol treatment programs with sufficient experience in treating the justice-involved to ensure immediate access to treatment for those receiving probation with restrictive conditions by the Courts. It is recommended that all treatment agencies used through this initiative have at least three years of experience in providing services to the criminal justice population. (All treatment providers must be licensed by the Pennsylvania Department of Health.);
- If a problem-solving court or a day reporting center is used, explain its operation as it pertains to an individual's restrictive conditions of probation.
- The Pennsylvania Department of Drug and Alcohol Programs requires the use of the ASAM Criteria for adults for the determination of the appropriate level and type of treatment service.
- Evidence of coordination and integration with the Single County Authority (SCA) substance abuse treatment and funding systems.
- A drug/alcohol testing component (i.e., urinalysis) to ensure unannounced random testing of individuals with restrictive conditions of probation;
- In conjunction with the treatment component, a criminal justice component which provides for the supervision and monitoring of all individuals under probation with restrictive conditions. Probation with Restrictive conditions programs are defined as programs that provide for the strict supervision of an individual. These programs include either:
 - o Significantly restricting the individual's movement and monitoring the individual's compliance with the conditions; or
 - o Involve a combination of programs that meet the standards set forth under the above definitions.

Lancaster County Adult Probation and Parole Services works in conjunction with the Single County Authority (Lancaster County Drug & Alcohol Commission) by referring offenders to appropriately licensed facilities approved by the Lancaster County Drug & Alcohol Commission and the PA Department of Drug & Alcohol Providers for evaluation and treatment as ordered by the Court. All offenders must comply with the evaluation and any corresponding treatment recommendations resulting in the successful completion of their treatment plan. Treatment providers maintain contact with APPS and forward client progress reports in a timely fashion allowing APPS to review this progress with the offenders under supervision. While providing supervision of individuals with restrictive conditions of probation, APPS officers will ensure unannounced random urinalysis testing will occur to ensure offenders are in compliance with program regulations. All offenders covered under this grant have the required D/A evaluation prior to sentencing and APPS staff will work with the District Attorneys and Public Defenders offices, as well as the board of judges, to ensure this practice will materialize. The Intermediate Punishment grant project will also help support the County's current IP programming. The use of electronic monitoring has continued to be a common sentencing option over the past few years as offenders are deferred from lengthy prison sentences and placed into IP programming which includes electronic monitoring. With this sentencing option being used more frequently and with Adult Probation and Parole Services becoming accustomed to managing a higher number of individuals sentenced to electronic monitoring, it is projected that the number of individuals sentenced to electronic monitoring will continue to increase in lieu of sentences involving incarceration. Offenders who are sentenced to IP as a result of a DUI related charges are required to complete drug and alcohol treatment evaluations, successfully complete treatment recommendations, and attend Alcohol Highway Safety School. APPS conducts Alcohol Highway and Safety School within its own facility. As the number of offenders sentenced to IP programming and electronic monitoring continues to increase, so does the demand for devices that allow APPS staff to monitor and supervise these offenders. Intermediate

SECTIONS:

Punishment grant funds will be used to lease additional electronic monitoring equipment allowing this IP program to grow, which will result in a reduction in the numbers of individuals that may be sentenced to incarceration terms at Lancaster County Prison. The diversion of these potential inmates will result in the general operating cost of Lancaster County Prison which can exceed \$71 per day for each inmate.

SECTIONS:

D. Required Attachments (Intermediate Punishment)

1. The primary purpose of Intermediate Punishment Treatment Program funds is to support programs under 42 Pa.C.S. Ch. 98 (relating to county intermediate punishment). PCCD requests applicants submit documentation to show the county program is consistent with this.

1.1. Applicants must include the following documents in the Required Attachments section of the Egrants application. Please check the boxes below to indicate the documents are uploaded in this section. Blank versions of the IP Information Sheet and the IP Authorization Form are available to download from this section.

Criminal Justice Advisory Board (CJAB) Letter of Support

IP Plan

IP Information Sheet

IP Authorization Form

REQUIRED ATTACHMENTS (INTERMEDIATE PUNISHMENT) related attachments:

File Name:

-  2025-2026 Intermediate Punishment Program Plan 11-14-25.pdf
-  DOC111725.pdf
-  Intermediate Punishment Treatment Program Information Sheet.pdf
-  DOC111725.pdf
-  SignaturePage_47559 IPP.pdf

File Description:

- 2026 IPP Plan
- IP Authorization Form
- IPP Information Sheet
- CJAB Letter of Support
- Signature Page

SECTIONS:

E. Procurement Details

1.

Subgrantees shall use their own procurement procedures and regulations, provided that the procurement conforms to applicable federal law and the standards identified in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR 200.320).

At minimum, PCCD grant recipients and subrecipients must follow the procurement standards as written in Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards - [2CFR 200.318 through 200.326](#).

Methods of Procurement

Subgrantee must have and use documented procurement procedures, consistent with the standards of 2 CFR 200.320; §200.317, §200.318, and §200.319 for any of the following methods of procurement used for the acquisition of property or services under a federal award.

(a) Procurement by micro-purchases. Procurement by micro-purchase is the acquisition of supplies or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold (§200.67Micro-purchase). To the maximum extent practicable, the subgrantee must distribute micro-purchases equitably among qualified suppliers. Micro-purchases may be awarded without soliciting competitive quotations if the subgrantee considers the price to be reasonable, based on research, experience, purchase history or other information and documents it files accordingly.

(b) Procurement by small purchase procedures. Small purchase procedures are those relatively simple and informal procurement methods for securing services, supplies, or other property that the aggregate dollar amount, which is higher than the micro-purchase threshold, but does not cost more than the Simplified Acquisition Threshold. If small purchase procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources.

(c) Procurement by sealed bids (formal advertising). Bids are publicly solicited and a firm fixed price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price. The sealed bid method is the preferred method for procuring construction, if the conditions in paragraph (c)(1) of this section apply.

(1) In order for sealed bidding to be feasible, the following conditions should be present:

- (i) A complete, adequate, and realistic specification or purchase description is available;
- (ii) Two or more responsible bidders are willing and able to compete effectively for the business; and
- (iii) The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.

(2) If sealed bids are used, the following requirements apply:

- (i) Bids must be solicited from an adequate number of known suppliers, providing them sufficient response time prior to the date set for opening the bids, for local, and tribal governments, the invitation for bids must be publicly advertised;
- (ii) The invitation for bids, which will include any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond;
- (iii) All bids will be opened at the time and place prescribed in the invitation for bids, and for local and tribal governments, the bids must be opened publicly;
- (iv) A firm fixed price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and
- (v) Any or all bids may be rejected if there is a sound documented reason.

(d) Procurement by competitive proposals. The technique of competitive proposals is normally conducted with more than one source submitting an offer, and either a fixed price or cost-reimbursement type contract is awarded. It is generally used when conditions are not appropriate for the use of sealed bids. If this method is used, the following requirements apply:

- (1) Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals must be considered to the maximum extent practical;
- (2) Proposals must be solicited from an adequate number of qualified sources;

SECTIONS:

- (3) The subgrantee must have a written method for conducting technical evaluations of the proposals received and for selecting recipients;
- (4) Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and
- (5) The subgrantee may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort.

(e) [Reserved]

(f) Procurement by noncompetitive proposals. Procurement by noncompetitive proposals is procurement through solicitation of a proposal from only one source and may be used only when one or more of the following circumstances apply:

- (1) The item is available only from a single source;
- (2) The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;
- (3) PCCD expressly authorizes noncompetitive proposals in response to a written request from the applicant;
- (4) After solicitation of a number of sources, competition is determined to be inadequate
- (5) The acquisition of property or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold.

Micro-purchase (2 CFR 200.67) means a purchase of supplies or services using simplified acquisition procedures, the aggregate amount of which does not exceed the micro-purchase threshold. Micro-purchase procedures comprise a subset of a non-Federal entity's small purchase procedures. The non-Federal entity uses such procedures in order to expedite the completion of its lowest-dollar small purchase transactions and minimize the associated administrative burden and cost. The micro-purchase threshold is set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1(Definitions). It is \$10,000 except as otherwise discussed in Subpart 2.1 of that regulation, but this threshold is periodically adjusted for inflation.

Simplified acquisition threshold (2 CFR200.88) means the dollar amount below which a non-Federal entity may purchase property or services using small purchase methods. Non-Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. 1908. As of the publication of this manual, the simplified acquisition threshold is \$250,000, but this threshold is periodically adjusted for inflation.

Formal Procurement methods. When the value of the procurement for property or services under a federal financial assistance award exceeds the SAT, or a lower threshold established by a non-federal entity, formal procurement methods are required. Formal procurement methods require following documented procedures,. Formal procurement methods also require public advertising, unless a non-competitive procurement can be used in accordance with §200.319.

A proposed formal advertised or competitive negotiated procurement for which only one bid or proposal is received is deemed to be a noncompetitive procurement.

Does this application include any procurements by noncompetitive proposal?

Yes

2. If you answered "No" to question 1 above, the applicant agency must keep documentation on file to support and verify the competitive method of procurement. The applicant must also keep documentation on file which justifies the selection of the successful vendor. Does the applicant agree to keep supporting documentation as described?

Yes

SECTIONS:

3. If you answered 'Yes' to Question 1 above, please fill in the grid below for each product or service to be procured by noncompetitive proposal. If you have multiple products or services, use the 'Add Row' link to allow entry into a new row of the grid.

ID	Description of Product or Service	Egrants Budget Category	\$ Value of Product or Service	Procurement Method	Vendor Name If Known
3.1	BI Electronic Monitoring Equipment	Supplies & Operating Expenses	35,000.00	Sole Source	BI Incorporated

4. Please respond to the following questions for each vendor or contractor identified as being procured using Sole Source: For additional vendors or contractors, select the 'Add New' link.

Proposed Sole Source Vendor #1

4.1. Provide a brief description including the name of the vendor of the product or service being procured and the expected procurement amount.

BI Inc. \$35,000.00 for the lease of electronic monitoring equipment.

4.2. Explanation of why it is necessary to contract non-competitively, including at least one of the four circumstances listed below: 1. The item is available only from a single source; 2. The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation; 3. PCCD expressly authorizes noncompetitive proposals in response to a written request from the applicant; or 4. After solicitation of a number of sources, competition is determined to be inadequate. The justification may also include the following contractor qualities: a. Organizational expertise b. Management c. Knowledge of the program d. Responsiveness e. Expertise of personnel

No other sources have been considered as Adult Probation has utilized BI for 15 years for the leasing of electronic monitoring equipment.

4.3. Provide a statement of when contractual coverage is required and, if dates are not met, what impact it will have on the program (for example, how long it would take another contractor to reach the same level of competence). Make sure to include the financial impact in dollars.

Contractual coverage is required by the Lancaster County Controller's Office and County procurement policy. If dates are not met, Lancaster County Adult and Probation would be required to initiate a Request for Proposal and follow County procedures for a new contract. It is estimated that the process will take approximately six months including the transition to new equipment and staff training. The estimated increase in cost would be \$12,000.00 for a one-year period.

4.4. Provide an outline of the unique qualities of the contractor.

BI Inc. has provided electronic monitoring equipment and services to Lancaster County Adult Probation and Parole Services for the past 15 years through a state contract.

4.5. Identify any other sources considered and cite the specific reason(s) the other sources lacked the capability to satisfy the procurement requirement.

N/A

4.6. Conflict of interest review: The applicant must disclose any possible conflicts of interest or declare that there are no known conflicts of interest as a result of the procurement.

There are no known conflicts of interest as a result of this procurement.

SECTIONS:**F. PCCD Standard Terms and Conditions 7/22/2024**

1.

Commonwealth Standard Terms and Conditions

Paragraphs 1 – 11 of the “Commonwealth Standard Terms and Conditions” and paragraphs 15 – 17 of the “Additional PCCD Terms for all Projects,” are not applicable to Commonwealth Agencies (including institutions of the Pennsylvania State System of Higher Education).

Paragraphs 1 – 11 of the “Commonwealth Standard Terms and Conditions” are not applicable to the four State-Related Universities (Pennsylvania State University, University of Pittsburgh, Temple University, and Lincoln University) and are replaced with paragraphs 1 - 11 within the document attached to this section titled "Standard Terms and Conditions for State-Related Universities."

1. DEFINITIONS

Capitalized terms used in these Commonwealth standard terms and conditions that are not otherwise defined in these provisions have the meanings specified in the agreement to which they are attached.

2. INDEMNIFICATION

The Grantee shall indemnify and defend the Commonwealth against all third-party claims, suits, demands, losses, damages, costs, and expenses, including without limitation, litigation expenses, attorneys' fees, and liabilities, arising out of or in connection with any activities performed by the Grantee or its employees and agents pursuant to this agreement, as determined by the Commonwealth in its sole discretion.

3. NONDISCRIMINATION/SEXUAL HARASSMENT

a. Representations. The Grantee represents that it is presently in compliance with and will remain in compliance with all applicable federal, state, and local laws, regulations, and policies relating to nondiscrimination and sexual harassment for the term of the agreement. The Grantee shall, upon request and within the time periods requested by the Commonwealth, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to its books, records, and accounts by the Commonwealth for the purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause.

b. Nondiscrimination/Sexual Harassment Obligations. The Grantee shall not:

i. in any manner discriminate in the hiring of any employee(s) for the performance of the activities required under this agreement or any subgrant agreement, contract, or subcontract, by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the Pennsylvania Human Relations Act (“PHRA”) and applicable federal laws, against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.

ii. in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against or intimidate any of its employees.

iii. in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, in the provision of services under this agreement or any subgrant agreement, contract, or subcontract.

iv. in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of PHRA and applicable federal laws, against any subgrantee, contractor, subcontractor, or supplier who is qualified to perform the work to which this agreement relates.

v. in any manner discriminate against employees by reason of participation in or decision to refrain from participating in labor activities protected under the Public Employee Relations Act, Pennsylvania Labor Relations Act, or National Labor Relations Act, as applicable, and to the extent determined by entities charged with the Acts’ enforcement and shall comply with any provision of law establishing organizations as employees’ exclusive representatives.

SECTIONS:

c. Establishment of Grantee Policy. The Grantee shall establish and maintain a written nondiscrimination and sexual harassment policy that complies with the applicable law and these Nondiscrimination/Sexual Harassment provisions and shall inform its employees in writing of the policy. The policy must contain a provision that states that sexual harassment will not be tolerated and employees who practice it will be disciplined. For the entire period of this agreement, the Grantee shall: (1) post its written nondiscrimination and sexual harassment policy or these Nondiscrimination/Sexual Harassment provisions conspicuously in easily accessible and well-lighted places customarily frequented by employees at or near where the grant activities are performed; or (2) provide electronic notice of the policy or this clause to its employees not less than annually.

d. Notification of Violations. The Grantee's obligations pursuant to these provisions are ongoing from the effective date and through the termination date of the agreement. Accordingly, the Grantee shall notify the Commonwealth if, at any time during the term of this agreement, it becomes aware of any actions or occurrences that would result in violation of these provisions.

e. Cancellation or Termination of Agreement. The Commonwealth may cancel or terminate this agreement and all money due or to become due under this agreement may be forfeited for a violation of the terms and conditions of these Nondiscrimination/Sexual Harassment provisions. In addition, the granting agency may proceed with debarment or suspension and may place the Grantee in the Contractor Responsibility File.

f. Subgrant Agreements, Contracts, and Subcontracts. The Grantee shall include these Nondiscrimination/Sexual Harassment provisions in its subgrant agreements, contracts, and subcontracts with all subgrantees, contractors, and subcontractors providing goods or services under this agreement. The incorporation of these provisions in the Grantor's subgrants, contracts, or subcontracts does not create privity of contract between the Commonwealth and any subgrantee, contractor, or subcontractor, and no third-party beneficiaries are created by those provisions. If the Grantee becomes aware of a subgrantee's, contractor's, or subcontractor's violation of these provisions, the Grantee shall use its best efforts to ensure the subgrantee's, contractor's, or subcontractor's compliance with these provisions.

4. GRANTEE INTEGRITY

a. Definitions. For purposes of these Grantee Integrity Provisions, the following definitions apply:

i. "Affiliate" means two or more entities where (a) a parent entity owns more than 50% of the voting stock of each of the entities; (b) a common shareholder or group of shareholders owns more than 50% of the voting stock of each of the entities; or (c) the entities have a common proprietor or general partner.

ii. "Grantee" means the individual or entity, that has entered into this agreement with the Commonwealth.

iii. "Grantee Related Parties" means any Affiliates of the Grantee and the Grantee's executive officers, Pennsylvania officers and directors, or owners of five percent or more interest in the Grantee.

iv. "Financial Interest" means ownership of more than a five percent interest in any business or holding a position as an officer, director, trustee, partner, employee, or holding any position of management.

v. "Gratuity" means tendering, giving, or providing anything of more than nominal monetary value including, but not limited to, cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. The exceptions set forth in the Governor's Code of Conduct, Executive Order 1980-18, as may be amended, 4 Pa. Code §7.153(b), apply.

vi. "Non-Solicitation Award Process" means a method of awarding grants based on predetermined criteria, without the solicitation of grant applications.

b. Representations and Warranties.

i. Grantee Representation and Warranties. The Grantee represents, to the best of its knowledge and belief, and warrants that within the last five years neither the Grantee nor Grantee Related Parties have:

1. been indicted or convicted of a crime involving moral turpitude or business honesty or integrity in any jurisdiction;
2. been suspended, debarred, or otherwise disqualified from entering into any contract with any governmental agency;

SECTIONS:

3. had any business license or professional license suspended or revoked;
 4. had any sanction or finding of fact imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, bid rigging, embezzlement, misrepresentation or anti-trust; and
 5. been, and are not currently, the subject of a criminal investigation by any federal, state, or local prosecuting or investigative agency or civil anti-trust investigation by any federal, state, or local prosecuting or investigative agency.
- ii. Grantee Explanation. If the Grantee cannot make the representations and warranties set forth above at the time of its submission of its grant application or if the agreement is awarded pursuant to a Non-Solicitation Award Process at the time of the execution of the agreement, the Grantee shall submit a written explanation outlining the reasons why it cannot make those representations and warranties. The Commonwealth may, based on its evaluation of the explanation provided, determine whether it is in the Commonwealth's best interest to execute the agreement.
- iii. Further Representations. By submitting any bills, invoices, or requests for payment pursuant to the agreement, the Grantee further represents that it has not violated any of these Grantee Integrity Provisions during the term of the agreement.
- iv. Notice. The Grantee shall immediately notify the Commonwealth, in writing, if at any time during the term of the agreement it becomes aware of any event that would cause the Grantee's certification or explanation to change. The Grantee acknowledges that the Commonwealth may, in its sole discretion, terminate the agreement for cause if it learns that any of the certifications made in these Grantee Integrity Provisions are currently false or misleading due to intervening factual circumstances or were false or misleading or should have been known to be false or misleading when entering into the agreement.
- c. Grantee Responsibilities. During the term of this agreement, the Grantee shall:
- i. maintain the highest standards of honesty and integrity.
 - ii. take no action in violation of any applicable laws, regulations, or other requirements applicable to the Grantee that govern Commonwealth contracting or grant administration.
 - iii. establish and implement a written business integrity policy that includes, at a minimum, the requirements of these Grantee Integrity Provisions as they relate to the Grantee's activity with the Commonwealth and Commonwealth employees and ensure that its employees comply with the policy.
 - iv. not accept, agree to give, offer, confer, agree to confer, or promise to confer, directly or indirectly, any gratuity or pecuniary benefit to any person, or to influence or attempt to influence any person in violation of any federal or state law, regulation, executive order, statement of policy, management directive, or bulletin applicable to the award of grants or the administration of this agreement.
 - v. not have a financial interest in any other subgrantee, contractor, subcontractor, or supplier providing services, labor, or material under this agreement, unless the financial interest is disclosed to the Commonwealth in writing and the Commonwealth consents to Grantee's financial interest. The Grantee must disclose the financial interest to the Commonwealth at the time of submission of its grant application, or if a Non-Solicitation Award Process is used, no later than the date the Grantee signs the agreement. The Commonwealth shall be deemed to have consented if the required disclosure is received and all of the required Commonwealth signatures are affixed.
 - vi. comply with the requirements of the Lobbying Disclosure Act (65 Pa.C.S. § 13A01 et seq.) regardless of the method of award.
 - vii. comply with the requirements of Section 1641 of the Pennsylvania Election Code (25 P.S. § 3260a) if this agreement was awarded pursuant to a Non-Solicitation Award Process.
 - viii. immediately notify the Commonwealth or the Office of the State Inspector General, in writing, when the Grantee has reason to believe that any breach of ethical standards as set forth in law, the Governor's Code of Conduct, or these Grantee Integrity Provisions has occurred or may occur, including, but not limited to, contact by a Commonwealth officer or employee, which, if acted upon, would violate the ethical standards.

SECTIONS:

d. Investigations. If a State Inspector General investigation is initiated, the Grantee shall:

i. reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of the State Inspector General for investigations of the Grantee's compliance with the terms of this or any other agreement between the Grantee and the Commonwealth that results in the suspension or debarment of the Grantee. The Grantee shall not be responsible for investigative costs for investigations that do not result in the Grantee's suspension or debarment.

ii. cooperate with the Office of the State Inspector General in its investigation of any alleged Commonwealth agency or employee breach of ethical standards and any alleged Grantee non-compliance with these Grantee Integrity Provisions and make identified Grantee employees and volunteers available for interviews at reasonable times and places.

iii. upon the inquiry or request of an Inspector General, provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Office of the State Inspector General to Grantee's integrity and compliance with these provisions. This information may include, but is not be limited to, the Grantee's business or financial records, documents or files of any type or form that refer to or concern this agreement.

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

f. Subcontracts. The Grantee shall include these Grantee Integrity Provisions in its subgrant agreements, contracts, and subcontracts with all subgrantees, contractors, and subcontractors providing goods or services under this agreement. The incorporation of this provision in the Grantee's subgrant agreements, contracts, and subcontracts shall not create privity of contract between the Commonwealth and any subgrantee, contractor, or subcontractor, and no third-party beneficiaries are created by the inclusion of these provisions. If the Grantee becomes aware of a subgrantee's, contractor's, or subcontractor's violation of these provision, the Grantee shall use its best efforts to ensure their compliance with these provisions.

5. CONTRACTOR RESPONSIBILITY

a. Definition. For the purpose of these provisions, the term "Contractor" means as any person, including, but not limited to, a bidder, offeror, loan recipient, grantee or lessor, who has furnished or performed or seeks to furnish or perform, goods, supplies, services, leased space, construction or other activity, under a contract, grant, lease, purchase order or reimbursement agreement with the Commonwealth. The term also includes a permittee, licensee, or any agency, political subdivision, instrumentality, public authority, or other public entity in the Commonwealth.

b. Contractor Representations.

i. The Contractor represents for itself and its subgrantees, contractors, and subcontractors required to be disclosed or approved by the Commonwealth, that as of the date of its execution of this agreement, that neither the Contractor, nor any of its subgrantees, contractors, and subcontractors, are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the Contractor cannot make this representation, the Contractor shall submit, along with the agreement, a written explanation of why the certification cannot be made.

ii. The Contractor represents that, as of the date of its execution of this agreement, it has no tax liabilities or other Commonwealth obligations, or has filed a timely administrative or judicial appeal, if any liabilities or obligations exist, or is subject to a duly approved deferred payment plan if any liabilities exist.

c. Notification. The Contractor shall notify the Commonwealth if, at any time during the term of the agreement, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if it or, to the best of its knowledge, any of its subgrantees, contractors, or subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. The Contractor shall provide this notification within 15 days of the date of suspension or debarment.

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d. Default. The Contractor's failure to notify the Commonwealth of its suspension or debarment by the Commonwealth, any other state, or the federal government constitutes an event of default of the agreement with the Commonwealth.

e. Reimbursement. The Contractor shall reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of State Inspector General for investigations of the Contractor's compliance with the terms of this agreement or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the Contractor. These costs include, but are not limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.

f. Suspension and Debarment List. The Contractor may obtain a current list of suspended and debarred Commonwealth contractors by visiting the eMarketplace website at <http://www.emarketplace.state.pa.us> and clicking the Debarment list tab.

6. AMERICANS WITH DISABILITIES ACT

a. No Exclusion. Pursuant to the Americans with Disabilities Act, 42 U.S. Code § 12101, et seq., no qualified individual with a disability may, on the basis of the disability, be excluded from participation in this agreement or from activities provided for under this agreement.

b. Compliance. For all goods and services provided pursuant to this agreement, the Grantee shall comply with Title II of the Americans with Disabilities Act, the "General Prohibitions Against Discrimination" set forth in 28 C. F. R. § 35.130, and all other regulations promulgated under Title II of the Americans with Disabilities Act that apply to state and local governments.

c. Indemnification. The Grantee shall indemnify the Commonwealth against all third-party claims, suits, demands, losses, damages, costs, and expenses, including without limitation, litigation expenses, attorneys' fees, and liabilities, arising out of or in connection with the Grantee's failure or its employee's or agent's failure to comply with the provisions of paragraph a, as determined by the Commonwealth in its sole discretion.

7. APPLICABLE LAW AND FORUM

This agreement is governed by and must be interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania (without regard to any conflict of laws provisions) and the decisions of the Pennsylvania courts. The Grantee consents to the jurisdiction of any court of the Commonwealth of Pennsylvania and any federal courts in Pennsylvania and waives any claim or defense that such forum is not convenient or proper. Any Pennsylvania court or tribunal has in personam jurisdiction over the Grantee, and the Grantee consents to service of process in any manner authorized by Pennsylvania law. This provision may not be interpreted as a waiver or limitation of the Commonwealth's rights or defenses.

8. RIGHT TO KNOW LAW

a. Applicability. The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, ("RTKL") applies to this agreement.

b. Grantee Assistance. If the Commonwealth needs the Grantee's assistance in any matter arising out of the RTKL related to this agreement, the Commonwealth shall notify the Grantee that it requires the Grantee's assistance, and the Grantee shall provide to the Commonwealth:

i. access to, and copies of, any document or information in the Grantee's possession (Requested Information) arising out of this agreement that the Commonwealth reasonably believes is a public record under the RTKL, within ten calendar days after receipt of written notification; and

ii. any other assistance as the Commonwealth may reasonably request, in order to comply with the RTKL with respect to this agreement.

c. Trade Secret or Confidential Proprietary Information. If the Grantee considers the Requested Information to include a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or other information that the Grantee considers exempt from production under the RTKL, the Grantee shall notify the Commonwealth and provide, within seven calendar days of receipt of the written notice a written statement, signed by a representative of the Grantee, that explains why the requested material is exempt from public disclosure under the RTKL. If the Commonwealth determines that the Requested Information is clearly not exempt from disclosure, the Grantee shall provide the Requested Information to the Commonwealth within five business days of receipt

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of written notice of the Commonwealth's determination.

d. Reimbursement

i. Commonwealth Reimbursement. If the Grantee fails to provide the Requested Information and the Commonwealth is ordered to produce the Requested Information, the Grantee shall reimburse the Commonwealth for any damages, penalties, or costs that the Commonwealth may incur as a result of the Grantee's failure, including any statutory damages assessed against the Commonwealth.

ii. Grantor Reimbursement. The Commonwealth will reimburse the Grantee for any costs that the Grantee incurs as a direct result of complying with these provisions only to the extent allowed under the fee schedule established by the Office of Open Records or as otherwise provided by the RTKL.

e. Challenges of Commonwealth Release. The Grantee may file a legal challenge to any Commonwealth decision to release a record to the public with the Office of Open Records, or in the Pennsylvania Courts, however, the Grantee shall reimburse the Commonwealth for any legal expenses incurred by the Commonwealth as a result of the challenge, including any damages, penalties or costs that the Commonwealth may incur as a result of the Grantee's legal challenge, regardless of the outcome.

f. Waiver. As between the parties, the Grantee waives all rights or remedies that may be available to it as a result of the Commonwealth's disclosure of Requested Information pursuant to the RTKL.

g. Survival. The Grantee's obligations contained in this Section survive the termination or expiration of this agreement.

9. OFFSET

The Commonwealth may set off the amount of any state tax liability or other obligation of the Grantee, or its subsidiaries, owed to the Commonwealth against any payments due the Grantee under any contract between the Commonwealth and Grantee.

10. AUTOMATED CLEARING HOUSE (ACH) PAYMENTS

a. Payment Method. The Commonwealth shall make payments to the Grantee through the Automated Clearing House (ACH). Within 10 days of the grant award, the Grantee must submit or must have submitted its ACH information within its user profile in the Commonwealth's Master Database. The Grantee may enroll to receive remittance information via electronic addenda and email (e-Remittance). ACH and e-Remittance information is available at the following: <https://www.budget.pa.gov/Services/ForVendors/Pages/Direct-Deposit-and-e-Remittance.aspx>

b. Unique Identifier. The Grantee must submit a unique invoice number with each invoice submitted. The Commonwealth shall list the Grantee's unique invoice number on its ACH remittance advice to enable the Grantee to properly apply the state agency's payment to the respective invoice or program.

c. ACH Information in the Commonwealth's Master Database. The Grantee shall ensure that the ACH information contained in Commonwealth's Master Database is accurate and complete. The Grantee's failure to maintain accurate and complete information may result in delays in payments.

11. WORKER PROTECTION AND INVESTMENT

The Grantee shall comply with all applicable Pennsylvania state labor laws and worker safety laws including, but not limited to, the following:

- a. Construction Workplace Misclassification Act;
- b. Employment of Minors Child Labor Act;
- c. Minimum Wage Act;
- d. Prevailing Wage Act;
- e. Equal Pay Law;
- f. Employer to Pay Employment Medical Examination Fee Act;
- g. Seasonal Farm Labor Act;

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- h. Wage Payment and Collection Law;
- i. Industrial Homework Law;
- j. Construction Industry Employee Verification Act;
- k. Act 102: Prohibition on Excessive Overtime in Healthcare;
- l. Apprenticeship and Training Act; and
- m. Inspection of Employment Records Law.

ADDITIONAL PCCD TERMS FOR ALL PROJECTS

1. Grant Project - Grantee is requesting that the Pennsylvania Commission on Crime and Delinquency ("PCCD") provide a specific grant of funds for Grantee to perform a project as described in this application (the "Grant Project").
2. Status of Grantee - Except for an Grantee that is a Commonwealth agency, Grantee, its officers, agents and employees act in an independent capacity with respect to the Grant Project and are not to be deemed to be officers, agents or employees of the Commonwealth or PCCD.
3. Grant Agreement - An application that is executed by all required Commonwealth of Pennsylvania ("Commonwealth") officials and to which Grantee signifies its agreement as set forth below constitutes the agreement governing the Grant Project (the "Grant Agreement"). PCCD may modify the content of the application following the Grantee's initial application, but prior to disbursement of funds, to reflect programmatic or fiscal concerns, or both. Grantee will signify its agreement to the final version of the application when it does one or both of the following: (1) accepts all or part of the funds it requested in connection with the Grant Project; or (2) fails to give notice of objection to PCCD within 10 business days after PCCD delivers to Grantee a final version of the application.
4. Entire Agreement - No modifications, alterations, changes, or waivers to the Grant Agreement or any of its terms will be valid or binding unless accomplished by an amendment executed in accordance with PCCD procedures.
5. Applicant's Manual - The Grant Agreement incorporates PCCD's "Applicant's Manual-Financial and Administrative Guide for Grants" (the "PCCD Applicant's Manual") by reference. To the extent these Standard Terms and Conditions are inconsistent with any portion of the PCCD Applicant's Manual, these Standard Terms and Conditions govern.
6. Project Expenditures/Duration of Grant Project - PCCD may not disburse Grant Project funds to Grantee until all required Commonwealth officials have executed the application. PCCD will not reimburse costs incurred prior to a starting date specified in the Grant Agreement (the "Effective Date"). Substantial program implementation is required within 60 days of the Effective Date. Obligations outstanding at the termination date must be liquidated within 60 days. Any funds remaining unexpended at the close of the 60-day period must be returned to PCCD. Grantee's obligations to PCCD under the Grant Agreement survive despite termination of the Grant Project.
7. Utilization of Funds - Grantee may expend Grant Project funds only for goods and services covering activities in the approved application, Grantee may only expend funds within the Grant Project period. Grantee shall obtain prior approval from PCCD for project changes between budget categories which exceed 10% of total project cost (total project cost is the sum of PCCD funds, project income and Grantee's match funds) and for a change(s) to purchase additional items or other items that were not included in the approved project budget.
8. Project Income - Grantee shall account for all project income earned or realized by the Grantee through the use of grant funds or as a result of conducting the Grant Project. Such project income must be used to reduce total project costs or, with prior approval of PCCD, may be used to expand the project.
9. Subcontracts - Any subcontract, pass-through agreement or similar agreement entered into by Grantee for execution of project activities or provision of services to a Grant Project must provide that Grantee shall retain ultimate responsibility for the Grant Project and that the subcontractor shall be bound by these Standard Terms and Conditions and any other requirements applicable to Grantee in the conduct of the project. By appropriate language incorporated in each subcontract or other document under which funds are to be disbursed, Grantee shall ensure that these Standard Terms and Conditions and, where applicable,

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special grant conditions apply to all recipients of grant funds. Upon request by PCCD, Grantee shall provide PCCD with a copy of any document relating to a subcontract or similar agreement.

10. Monitoring and Evaluation - PCCD, in its sole discretion, may undertake a programmatic monitoring of the Grant Project. Grantee shall cooperate with any monitoring and provide any documents or information requested by PCCD. PCCD may require an external evaluation of this project, such evaluation to be funded from the project budget. PCCD reserves the right to approve the selection of the individual or organization to conduct such evaluation.

11. Confidentiality Privilege - If any funds under this Grant Agreement are used to employ the services of a sexual assault counselor as defined by 42 Pa.C.S. § 5945.1, Grantee shall ensure that the counselor: has undergone a minimum of 40 hours of training; provides services under the control of a direct services supervisor of a rape crisis center; and is employed with the primary purpose to render advice, counseling or assistance to victims of sexual assault, as defined in the statute. This requirement is necessary to sustain the confidentiality of information transmitted between the victim and a sexual assault counselor, as provided by 42 Pa.C.S. § 5945.1.

If any funds under this Grant Agreement are used to employ the services of a domestic violence counselor/advocate as defined by 23 Pa.C.S. § 6102, Grantee shall ensure that the counselor/advocate is engaged in a domestic violence program, the primary purpose of which is the rendering of counseling or assistance to victims of domestic violence, and has undergone a minimum of 40 hours of training as defined in 23 Pa.C.S. § 6102. This requirement is necessary to sustain the confidentiality of information transmitted between the victim and a domestic violence counselor/advocate, as provided by law.

12. Reports - Grantee shall submit, at such time and in such form as may be prescribed truthful and accurate information that PCCD may require.

13. Fiscal Regulations - The fiscal administration of grants is subject to such rules, regulations and policies concerning accounting, records, payment of funds, allowance of costs and submission of financial reports as may be prescribed by PCCD or any other governmental entity. Grantee understands that it is required to file an annual information statement (IRS Form 1099) with the Internal Revenue Service for each contracted consultant or other supplier of personal services (other than employees subject to tax withholding) receiving payments under this Grant Project. Accounting procedures must provide for accurate and timely recording of receipt of funds by source, expenditures made from such funds, and unexpended balances. Controls must be established that are adequate to ensure that expenditures charged to grant activities are for allowable purposes and that documentation is readily available to verify that the charges are accurate.

14. Purchases - Grantee shall obtain all supplies, equipment and services for use in the Grant Project at the lowest practicable cost. Grantee shall comply with procurement standards as set forth in the PCCD Applicant's Manual or as otherwise prescribed by PCCD.

15. Intellectual Property (not applicable for Commonwealth agencies including PA State System of Higher Education institutions):

a. If Grantee produces or purchases patentable items, processes, inventions, or similar matter, patent rights, or copyrightable works relating to the Grant Project, Grantee shall promptly and fully inform PCCD of that fact.

b. Unless there is a prior agreement between Grantee and PCCD on disposition of intellectual property rights, PCCD shall determine whether protection for such rights shall be sought. PCCD shall also determine how rights (including rights under any copyrights, patents, or trademarks issued thereon) shall be allocated and administered in order to protect the public interest.

c. Upon completion or termination of the Grant Project, Grantee shall, upon request, give PCCD all papers, files, and other documents or material related to intellectual property interests created through the Grant Project.

d. In the event of alleged or actual infringement of another's intellectual property rights by Grantee or a designee/subcontractor engaged in grant-related activities:

i. Grantee shall defend and indemnify PCCD and the Commonwealth.

ii. The Commonwealth may choose to defend itself or otherwise participate in such litigation, at Grantee's expense.

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iii. Grantee shall compensate the Commonwealth for related infringements on right holder's products.

16. Required Coverages - Grantee shall maintain insurance coverage(s) as required by law.

17. Title to Grant-Funded Property (not applicable for Commonwealth agencies including PA State System of Higher Education institutions):

a. Title to Personal Property - Title to non-expendable personal property acquired in whole or in part with grant funds shall vest in the Grantee. Grantee shall have possession and use of such property so long as it is being used for purposes of the Grant Project by Grantee.

b. Title to Real Property - Title to real estate acquired in whole or in part with grant funds shall vest in Grantee, and the deed shall designate PCCD as first lien holder.

18. Inspection and Audit - PCCD, in its sole discretion, may undertake an inspection or audit, or both, of the financial records of the Grantee relating to the Grant Project. The Grantee shall provide PCCD with full and complete access to all records relating to the performance of the Grant Project and to all persons who were involved in the Grant Project. PCCD may also require, as a condition of award, that an independent financial audit be completed.

19. Record Retention - Regardless of any other applicable requirement, Grantee shall retain all records pertinent to the Grant Agreement, including financial, statistical, property and participant, and supporting documentation for a period of at least three (3) years from the date of submission of the final fiscal report or three (3) years after completion of the audit, whichever is later. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the three-year period, the records must be retained until completion of the action and resolution of all issues that arise from it.

20. Termination:

a. PCCD may terminate the Grant Agreement for its convenience if PCCD determines termination to be in its best interest. The Grantee shall be paid for work satisfactorily completed prior to the effective date of the termination, but in no event is the Grantee be entitled to recover lost profits.

b. PCCD's obligation to make payments during any Commonwealth fiscal year succeeding the current fiscal year is subject to availability and appropriation of funds. When funds (state and/or federal) are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year period, PCCD may terminate the Grant Agreement.

c. PCCD may, upon written notice to Grantee, to terminate the Grant Agreement prior to the expiration of the Grant Project period, or to suspend payments, on account of Grantee's failure to carry out the project goals, plans or methodology as set forth in the Grant Agreement, or for Grantee's failure to comply with any of its obligations under the Grant Agreement. If it is later determined that PCCD erred in terminating the Grant Agreement for cause, then, at PCCD's discretion, the Grant Agreement will be deemed to have been terminated for convenience.

d. Upon termination for any reason, Grantee shall stop expending funds disbursed through the Grant Agreement and shall return immediately any such funds remaining unexpended.

21. Publication - Any publication (written, visual, or sound, but excluding press releases, newsletters, and issue analyses) issued by the Grantee or by any subcontractor describing any portion of the Grant Project must contain the following statement:

"This project was supported by PCCD Grant # _____ [refer to page 1 of application for number], awarded by the Pennsylvania Commission on Crime and Delinquency (PCCD). [Add if federal funding is involved: The awarded funds originate with the Office of Justice Programs, U.S. Department of Justice or U.S. Department of Education or U.S. Department of Health and Human Services, as the case might be.] The opinions, findings and conclusions expressed within this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of PCCD [or the applicable federal agency]."

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Grantee shall submit two copies of any such publication to PCCD to be placed on file and distributed as appropriate to other potential grantees or interested parties.

22. Paid Media Advertising – Grantee shall comply with Act 90 of 2015, also known as the Taxpayer-Funded Advertising Transparency Act. Act 90 of 2015 requires that paid media advertising include a statement that it is funded, in whole or in part, by the Commonwealth of Pennsylvania General Fund and include the following specific statement: “Paid for with Pennsylvania taxpayer dollars.” In the case of print advertising, the statement must be included so that it is easily seen and read. In the case of broadcast advertising, the statement must be included as an audio tagline so that it is easily heard. The term "media advertising" includes broadcast advertising and print advertising. The term "broadcast advertising" includes television, radio and other audiovisual advertising. The term "print advertising" includes print and electronic newspaper advertising, print and electronic magazine advertising and billboard advertising. Print advertising does not include advertising in the classified section of a newspaper. This condition only applies to state-funded projects.

23. Recovery of Restitution and Penalties - If Grantee is a governmental entity, it represents that it is, and will remain, in compliance with the requirements of 42 Pa.C.S. § 9728, as amended by Act 84 of 1998 (relating to restitution collection and allocation to victims), and with obligations under the Crime Victims Act, as set forth at 18 P.S. § 11.1302 (relating to use of restitution to reimburse the Office of Victims' Services for its award of compensation) and at 18 P.S. § 11.1101 (relating to collection of costs to be paid into the Crime Victim's Services and Compensation Fund).

24. Other Laws and Regulations - Grantee shall comply with the current requirements of all applicable federal, state, or local laws and regulations.

ADDITIONAL TERMS FOR PROJECTS USING FEDERAL FUNDS

1. Information Systems - With regard to programs related to criminal justice information systems, Grantee shall make adequate provisions for system security, the protection of individual privacy and the integrity and accuracy of data collection. Grantee further agrees that:

a. It shall make all computer software produced under this grant available to PCCD and the federal/state government for transfer to authorized users in the criminal justice community without cost other than that directly associated with the transfer. Systems will be documented in sufficient detail to enable a competent data processing staff to adapt the system, or portions thereof, to usage on a computer of similar size and configuration made by any manufacturer.

b. It shall provide a complete copy of system documentation to PCCD. Documentation will include, but not be limited to, system description, operating instructions, user instructions, program maintenance instructions, input forms, file descriptions, report formats, program listings and flow charts for the system and programs.

c. It shall avail itself, to the maximum extent practicable, of computer software already produced and available without charge.

2. Conflict of Interest - Grantee covenants that neither it, members of its board of directors, its officers or employees will engage in conduct that constitutes a conflict of interest relating to the Grant Project. Such conduct includes using the Grant Project for private gain or creating the appearance of such use, or otherwise undermining the confidence of the public in the integrity of PCCD or the federal funding entity. Requests for proposals (RFPs) for bids issued by the Grantee to implement the project must provide notice to prospective vendors that the federal Organizational Conflict of Interest Guidelines are applicable and that contractors that develop or draft specifications, requirements, statements of work and/or RFPs for a proposed procurement will be excluded from bidding or submitting a proposal to compete for the award of such contract.

3. Other Federal Laws and Regulations - In conducting activities under this grant, Grantee certifies and assures that it will comply with any federal statutes, regulations, guidelines and documents, if applicable, including but not limited to the following:

a. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards 2 CFR Part 200, Ex. Order 12372 (intergovernmental review of federal programs) and any applicable regulations such as 28 C.F.R. Parts 18, 22, 23, 30, 35, 38, 42, 54, 61 and 63.

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- b. Hatch Political Activity Act, 5 U.S.C. 1501-1508.
- c. Davis-Bacon Act, 40 U.S.C. §§ 276a to 276a-7, as supplemented by U.S. Department of Labor regulations, 29 C.F.R. Part 5.
- d. Executive Order 11246 of September 24, 1965 (Equal Employment Opportunity), as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations, 41 C.F.R. chapter 60.
- e. Copeland "Anti-Kickback" Act, 18 U.S.C. § 874 as supplemented in U.S. Department of Labor regulations, 29 C.F.R. Part 3.
- f. Sections 103 and 107 of the Contract Work Hours and Safety Standards Act, 40 U.S.C. § 327, as supplemented by U.S. Department of Labor regulations, 29 C.F.R. Part 5.
- g. All applicable standards, orders, or requirements issued under section 306 of the Clean Air Act, 42 U.S.C. § 1857(h); Section 508 of the Clean Water Act, 33 U.S.C. § 1368; Executive Order 11738; and Environmental Protection Agency regulations, 40 C.F.R. part 15.
- h. Mandatory standards and policies relating to energy efficiency that are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act 42 U.S.C. §§ 632 1-6327.
- i. Minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act, 29 U.S.C. Chapter 8.
- j. Uniform Relocation Assistance and Real Property Acquisition Act of 1970, 42 U.S.C. Chapter 61 (for grants to programs that will result in the displacement of persons).
- k. Regulations concerning the confidentiality of identifiable research and statistical information set forth in 28 C.F.R. Part 22 (for grants of funds originating from the U.S. Department of Justice).
- l. Criminal Intelligence Systems Operating Policies set forth in 28 C.F.R. Part 23 (for grants funded under the Omnibus Crime Control and Safe Streets Act of 1968/Drug Control and System Improvement).
- m. Office of Justice Programs (OJP) Financial Guide pertaining to financial and administrative requirements (for grants of funds originating from the U.S. Department of Justice).
- n. U.S. Department of Health and Human Services regulations pertaining to grant administration (for grants of funds originating from the U.S. Department of Health and Human Services).
- o. U. S. Education Department General Administrative Regulations (EDGAR) pertaining to financial and administrative requirements (for grants of funds originating from the U.S. Department of Education).

4. National Environmental Policy Act Compliance:

a. Grantee assures that it will assist PCCD and the sponsoring federal agency in complying with the National Environmental Policy Act (NEPA) and related federal requirements for environmental-impact analyses. Accordingly, prior to obligating grant funds, Grantee shall first determine if any of the following activities will be related to the use of the grant funds. Grantee understands that this special condition applies to its following new activities whether or not they are being specifically funded with the grant funds. That is, as long as the following activity is being conducted by Grantee or any third party and the activity needs to be undertaken in order to use the grant funds, this condition must first be met. The activities covered by this condition are one or more of the following:

- i. New construction;

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- ii. Minor renovation or remodeling of a property either (i) listed on the National Register of Historic Places or (ii) located within a 100-year flood plain;
 - iii. A renovation, lease, or any proposed use of a building or facility that will either (i) result in a change in its basic prior use or (ii) significantly change its size; or
 - iv. Implementation of a new program involving the use of chemicals other than chemicals that are (i) purchased as an incidental component of a funded activity and (ii) traditionally used, for example, in office, household, recreational, or education environments.
- b. Application of this condition to Grantee's existing programs or activities: for any of Grantee's existing programs or activities that will be funded by the Grant Project funds, the Grantee, upon specific request of the U.S. Department of Justice (DOJ), shall cooperate with DOJ in any preparation by DOJ of a national or program environmental assessment of that funded program or activity.
- c. Grantee will comply with all requirements established to avoid or mitigate adverse environmental effects upon its properties.

5. Mitigation of Health, Safety and Environmental Risks:

- a. General Requirement: Grantee shall comply with Federal, State, and local environmental, health, and safety laws and regulations applicable to the investigation and closure of clandestine methamphetamine laboratories and the removal and the disposal of the chemicals, equipment, and wastes used in or resulting from the operations of these laboratories.
- b. Specific Requirements: Grantee understands and agrees that any program or initiative involving either the identification, seizure, or closure of clandestine methamphetamine laboratories, can result in adverse health, safety, and environmental impacts to:
- i. the law enforcement and other governmental personnel involved;
 - ii. any residents, occupants, users, and neighbors of the site of a seized clandestine laboratory;
 - iii. the seized laboratory site's immediate and surrounding environment; and
 - iv. the immediate and surrounding environment of the site(s) where any remaining chemicals, equipment, and wastes from a seized laboratory's operations are placed or come to rest.

6. Historic Places - Grantee assures that it will assist PCCD and the sponsoring federal agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 U.S.C. § 470), Executive Order 11593, and the Archeological and Historical Preservation Act of 1996 (16 U.S.C. § 469a-1) by:

- a. Consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic places that are subject to adverse effects by the activity and notifying PCCD of the existence of any such properties; and
- b. Complying with all requirements established to avoid or mitigate the adverse effects upon such properties.

7. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

- a. Grantee certifies by submission of this proposal that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of federal benefits by a State or Federal court, or voluntarily excluded from participation in this transaction by any federal department or agency.
- b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public

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transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph 45 (2) below.

d. Have not within a three-year period preceding this proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

e. If Grantee is unable to certify to any of the statements in this certification, it shall attach an explanation to this proposal.

8. Certification Regarding Lobbying - Grantee, if requesting or receiving federal funds exceeding \$100,000, certifies that:

a. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

c. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

9. Certification Regarding Drug-Free Workplace - Grantee certifies that it will or will continue to provide a drug-free workplace by:

a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

b. Establishing an ongoing drug-free awareness program to inform employees about:

- i. the dangers of drug abuse in the workplace;
- ii. the Grantee's policy of maintaining a drug-free workplace;
- iii. any available drug counseling, rehabilitation, and employee assistance programs; and
- iv. the penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

c. Making it a requirement that each employee to be engaged in the performance of the Grant Agreement be given a copy of the statement required by subparagraph (a) of this condition.

d. Notifying the employee in the statement required by subparagraph (a) of this condition that, as a condition of employment under the grant, the employee will:

- i. Abide by the terms of the statement; and
- ii. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

SECTIONS:

e. Notifying the agency in writing within ten calendar days after receiving notice under paragraph (d)(ii) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected Grant Agreement.

f. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (e) of this condition, with respect to any employee who is so convicted:

i. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of subparagraphs (a) through (f) of this condition.

10. Certification of Non-Supplantation - By submitting an application to PCCD and accepting funds disbursed pursuant to the Grant Agreement, the Grantee certifies that the requested federal funds:

a. Will not be used to supplant or replace state or local funds already allocated.

b. Will be used to fund new projects or expand or enhance existing projects.

1.1. Has the applicant agency read and does the applicant agency agree to be bound by all terms and conditions listed above in this section?

Yes

SECTIONS:**G. Fiscal Accountability**

1.

Subgrantee Accountability

The following procedures have been implemented across all of PCCD's funding streams to ensure fiscal accountability of PCCD grant funds.

Financial Back-up: PCCD will periodically verify that grantee expenditures are consistent with approved budget categories, are eligible for reimbursement and that grantees are maintaining supporting documentation. PCCD has implemented a process where grantees are notified that they are required to submit the financial documentation to support the expenditures reported for some or all of the categories that are included in their Egrants fiscal report. Grantees are only required to submit this documentation when they are specifically notified by PCCD. Egrants users have the ability to attach documents to fiscal reports.

Accounting System Documentation: PCCD requires that all grantees maintain an accounting system which can identify all PCCD revenue and expenditures for each PCCD grant separately from all other revenue and expenditure sources. All financial transactions should be able to provide a clear audit trail.

Programmatic Back-up: PCCD will periodically verify that data submitted by grantees in their program reports is accurate. PCCD will select one or more performance measures/data categories each reporting period and require grantees to submit documentation to support what was reported on their Egrants program report or other reporting tool.

Subgrantee Payment: All subgrantees are required, at a minimum, to submit quarterly fiscal reports. PCCD will only make payments to reimburse actual expenditures reported on the fiscal reports. If an agency is experiencing cash flow problems, they may submit fiscal reports monthly and PCCD will reimburse reported expenditures.

Line Item Detail: PCCD's fiscal report allows grantees to include line item expenditure detail instead of just the overall budget category expenditures. Grantees are required to provide line item expenditure detail consistent with the line items included in their approved budget.

On-site monitoring: PCCD completes on-site monitoring of grants across all funding streams (state and federally funded projects).

Grantee risk classification: PCCD utilizes a risk classification system to identify and focus the use of agency resources on those agencies that may be most in need of additional assistance.

1.1. Does the applicant acknowledge that they have read, understand and will abide by PCCD's fiscal accountability procedures?

Yes

2.

Financial Management

The following questions pertain to the applicant organization's accounting and financial management systems.

2.1. Which of the following best describes the applicant organization's accounting system?

Automated

SECTIONS:

2.1.1. If you selected "Automated" as the type of accounting system, provide the name of the accounting system that the applicant organization utilizes.

Workday - Financials

2.1.2. If you selected "Manual" as the type of accounting system, provide a description of the applicant organization's accounting system, including how it works and how it accounts for revenue and expenditures.

2.2. Can the applicant organization's accounting system identify the receipt and expenditure of these grant award funds separately from all other funding sources?

Yes

2.3. Does the applicant organization's accounting system have the capability to record expenditures for this grant award by the budget categories shown in the approved grant budget?

Yes

3.

Employee Time and Effort Reporting (Timesheets)

Time and effort reports (timesheets) are required for all personnel funded with PCCD grant dollars regardless of the funding stream. Below are the minimum standards and recommended best practices for time and effort reporting. We realize that there are a number of different systems that can be used to satisfy these requirements and we encourage you to email [PCCD's Grants Management](#) with any questions you may have regarding time and effort reporting requirements.

Minimum standards for employees working on multiple activities or cost objectives:

- Must be an after-the-fact determination of the employees actual effort. Using a budget estimate instead of reporting the actual time the employee spent working on the project does not qualify as support for charges to awards.
- Must account for total activity (grant and non-grant) for which employees are compensated and which is required in fulfillment of their obligations to the organization
- Must be signed by the employee and a supervisor with first-hand knowledge of the activities performed by the employee. Signature on the timesheets is affirmation that the report is an accurate accounting of the actual time the employee spent on the project.
- Must be prepared at least monthly to correspond to one or more pay periods
- Volunteer time and personnel costs being used as match must be accounted for in the same manner as personnel being charged to the grant

Minimum standard for employees working solely on a single activity or cost objective:

- Must be an after-the-fact certification that the employee worked 100 percent of their time on activities eligible for reimbursement under the grant project
- Must be prepared no less frequently than every six months
- Must be signed by the employee and supervisory official having first-hand knowledge of the work performed

SECTIONS:

- Applies to full-time and part-time employee

Recommended Best practices:

- Employees record time on a daily basis
- Project codes/names are provided to the employee in advance

* The above standards are based on the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR 200) and the Office of Justice Programs Financial Guide.

** Institutions of Higher Education (IHE) may follow their own established policies for documenting personnel expenses provided that the IHE's policies are in compliance with the Standards for Documentation of Personnel Expenses referred to at 2 CFR 200.430.

The following sample forms are available on the [Grant Procedures and Forms](#) page of our website:

- Example of a completed timesheet
- An Excel timesheet template that you may modify to suit your needs
- A sample time certification for employees working 100% of their time on a grant-funded project.

3.1.

Does the applicant acknowledge that they have read, understand and will abide by PCCD's employee time and effort reporting standards?

Yes

4. Individual consultants funded with PCCD grant funds must maintain time and effort reports to support all charges billed to PCCD grant funds. Does the applicant acknowledge that they understand the requirement for individual consultants to maintain time and effort reports as support for charges against PCCD grant funds?

Yes

SECTIONS:

5.

Payment Terms

Payments will not be released until all applicable special conditions on the grant award have been satisfied. All grantees are required, at a minimum, to submit quarterly fiscal reports. PCCD will only make payments to reimburse actual expenditures reported on the fiscal reports. An agency experiencing cash flow problems may submit fiscal reports monthly and PCCD will reimburse reported expenditures.

All payments of federal funds will comply with the federal Cash Management Improvement Act, 31 U.S.C. 6503.

All funds (Federal, State, match and project income) must be obligated by the end of the project period and expended within 60 days from that date.

5.1. Does the applicant acknowledge that they have read, understand and will abide by PCCD's payment terms?

Yes

SECTIONS:**H. Federal Transparency Act Certification 2017 -FFATA**

The implementation of the Federal Funding Accountability and Transparency Act of 2006 requires a single searchable website, accessible by the public without cost, for each federal award of \$30,000 or more over the life of any subaward. In order to satisfy this requirement, applicants and subrecipients are required to have a Unique Entity Identifier (UEI).

The applicant must also provide the primary place of performance of the subaward and the names and annual salaries of the five most highly compensated officers in their agency if the agency meets certain criteria as described below.

Additional information relating to the Act can be at <https://www.fsrs.gov/>

Additional information on the new UEI requirement effective April 2022 can be found here: <https://sam.gov/content/duns-uei>

1. The following questions pertain to the applicant agency's Unique Entity Identifier (UEI).

1.1.

Enter the applicant agency's Unique Entity Identifier (UEI).

The applicant agency's UEI can be found by accessing the applicant agency's information in the federal System for Award Management (SAM) at <https://sam.gov/content/home>.

Important Note: By April 2022, every organization doing business with federal agencies will have a new, 12-character identifier, known as the Unique Entity Identifier (UEI) as the government moves away from the proprietary DUNS number. More information on UEI can be found here: <https://sam.gov/content/duns-uei>

Q42ZKMTD1HH6

2. Primary Place of Performance: The Office of Management and Budget (OMB) defines the place of performance as 'The location where a majority of the effort required to satisfactorily fulfill the intended purpose of the award will be completed.' Provide the following information to identify the Place of Performance for this grant award.

2.1. City (i.e. Harrisburg). Max 35 characters -

NOTE:

City is required for Federal Grants.

For State grants, the value "STATEWIDE" is possible in the 'County' field and if selected, the field 'City' can be left blank.

If the money is expended in multiple locations with the majority spent in a single address, agencies can list that city location as the Primary Place of Performance.

Lancaster

SECTIONS:

2.2. State - Choose from the list of valid states

A value for State is always required.

PA

2.3.

Zip + 4 (i.e. 171091244) Exclude hyphen

NOTE: Zip+4 is required for Federal Grants. For State grants, the value "STATEWIDE" is possible in the 'County' field and if selected, the Zip+4 field should represent the Zip+4 of the Primary Place of Performance

However, if the money is expended in multiple locations with the majority spent in a single address, agencies can list that location as the Primary Place of Performance

176023562

2.4. County - Choose the grant's primary county of performance (where the highest value of the grant is to be applied). if the grant is Statewide, please select 'STATEWIDE'

036 - Lancaster

3.

The applicant must provide to the Commonwealth the names and total compensation of the five most highly compensated officers of the entity if--

(i) the entity in the preceding fiscal year received—

- (I) 80 percent or more of its annual gross revenues in Federal awards; and
- (II) \$25,000,000 or more in annual gross revenues from Federal awards; and

(ii) the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchanges Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986.

If the Grantee does not meet the conditions listed above, then it must specifically affirm to the Commonwealth that the requirements of this clause are inapplicable to the Grantee.

Are the conditions specified above applicable to the grantee?

No

SECTIONS:

4. If you answered "Yes" to the previous question, you must enter the names and annual salaries of the five most highly compensated officers of the applicant agency.

Response #1

4.1. Officer Name:

4.2. Annual Salary:

0.00

PERFORMANCE INDICATORS:

1. Established by PCCD

1.1. (Unit Count/Outcome) Amount of Medical Assistance (MA) Funds Leveraged **Target: 0**

Purpose: Provide the amount of Medical Assistance (MA) funds leveraged during the reporting period. Documentation must be maintained for future monitoring purposes.

2. Established by Grantee

APPROVAL CHECKLIST:

A. Does the applicant agency have any type of audit done regularly?

Yes

No

If yes, when was the last one completed?

2024

B. Is the applicant agency required to have an audit performed in accordance with the Single Audit Act?

Yes

No

If yes, when was the last one completed?

2024

C. Does the Financial Officer listed in the Main Summary section have more than three years of experience?

Yes

No

D. Does the Project Director listed in the Main Summary section have more than three years of experience?

Yes

No

E. Does the applicant agency have a segregation of duties policy?

Yes

No

ATTACHMENTS:

List of Attachments required for submission of this Application for funding:

Section: Required Attachments (Intermediate Punishment)

<u>File Name</u>	<u>File Description</u>
2025-2026 Intermediate Punishment Program Plan 11-14-25.pdf	2026 IPP Plan
DOC111725.pdf	IP Authorization Form
DOC111725.pdf	CJAB Letter of Support
Intermediate Punishment Treatment Program Information Sheet.pdf	IPP Information Sheet
SignaturePage_47559 IPP.pdf	Signature Page

GRANT: 47559

Short Title: 2025-2026 Intermediate Punishment Program

The applicant has caused this subgrant application to be executed and attested to by its proper officials, pursuant to legal action authorizing the same.

Lancaster County Commissioners
NAME OF APPLICANT AGENCY

By: /Jennifer Luciano/ Jennifer Luciano

Title:

Date: Electronically Signed: 12/03/2025 01:19 PM

FOR PCCD USE ONLY

We certify that this application is approved and that funding has been received to support this subgrant award.

/Chris Epoca/ Chris Epoca

PCCD Executive Director or designee

Electronically Signed: 02/05/2026 04:23 PM

DATE

COMPTROLLER OPERATIONS

DATE

Approved as to form and legality:

/Ulysses Wilson, IV/ Ulysses Wilson, IV

COUNSEL TO PCCD

Electronically Signed: 02/09/2026 11:39 AM

DATE

35-FA-1.2

OFFICE OF GENERAL COUNSEL

35-FA-1.2

DEPUTY ATTORNEY GENERAL

This document may contain embedded attachments. You may use the View Attachment option within your PDF software to view all embedded attachment.

Help for viewing attachment(s) within Adobe can be found at the following web address: <https://helpx.adobe.com/acrobat/using/viewing-pdfs-viewing-preferences.html>

On motion of Commissioner _____, seconded by Commissioner _____, it was agreed for the County of Lancaster, acting on behalf of Behavioral Health/Developmental Services (BH/DS), to approve the following:

Agreement With:

Office of Developmental Programs
Harrisburg, PA

Purpose:

To approve the Administrative Entity Operating Agreement for the Intellectual and Developmental Disabilities division of BHDS. This Agreement is updated and requires signatures every few years and sets the parameters for the required work of the Administrative Entity under the Office of Developmental Programs.

Amount/Term:

There is no cost for the Agreement, which began in January 2026 until a new Agreement is issued.

2/25/26

Administrative Entity Operating Agreement

This Agreement is effective as of January 1, 2026 for the purposes of _____, hereinafter referred to as the Administrative Entity (AE), conducting the administrative functions of the Consolidated (CMS # PA.0147), Person/Family Directed Support (P/FDS) (CMS # PA.0354), and Community Living (CLW) (CMS # PA.1486) Waivers for Prospective Waiver Participants, Targets Supports Management (TSM) (Approved State Plan) and Waiver Participants and for the purpose of the AE conducting the initial Level of Care (LOC) evaluation of Prospective Waiver Participants for the Consolidated, P/FDS, Community Living, and Adult Autism Waivers (CMS # PA.0593).

WITNESSETH:

WHEREAS, the Department of Human Services (Department) retains the authority and responsibility to implement, administer and oversee the Consolidated Waiver, the P/FDS Waiver, the Community Living Waiver, hereinafter referred to collectively as the "Intellectual Disability/Autism (ID/A) Waivers"

WHEREAS, the AE is responsible for ID/A Waivers administrative functions specified in this Agreement.

WHEREAS, the AE is responsible for conducting the initial LOC evaluation for TSM, the ID/A Waivers, and the AAW.

WHEREAS, the AE, by and through collaboration with the Department, is the primary resource to support and direct Providers, as defined herein, in matters relating to enrollment and ongoing participation in the ID/A Waivers.

WHEREAS, authorization has been given for the ID/A Waivers and AAW as a result of federal approval under Section 1915(c) the Social Security Act.

WHEREAS, federal approval was conditioned on assurances that the expenditure of ID/A Waivers and AAW funds be governed by the ID/A Waivers and the AAW, including the provisions set forth in this Agreement.

WHEREAS, the Pennsylvania Mental Health and Intellectual Disability Act of 1966 creates a dynamic relationship in administrative oversight in the delivery of publicly funded community behavioral health and intellectual disability services.

WHEREAS, the Department has offered the county program the right of first opportunity to provide certain administrative services for the ID/A Waivers, in order to better coordinate care with other publicly funded community human services.

WHEREAS, the Department has promulgated regulations that apply to provision of ID/A Waivers and AAW.

NOW THEREFORE, the AE, intending to be legally bound to perform AE administrative functions

for the ID/A Waivers and the initial eligibility and LOC evaluations for TSM, the ID/A Waivers and the AAW, agrees as follows:

1. That the allocation of administrative funding is expressly conditioned upon the AE's compliance with the conditions of the ID/A Waivers, the AAW, and this Agreement.
2. That this Agreement shall remain in full force and effect until it is:
 - a. Altered by a change in law,
 - b. Superseded by another agreement or amendment to this Agreement, or
 - c. Terminated as outlined in Subsections 12.2 and 12.3 of this Agreement.

[This space intentionally left blank]

Signature of Person with legal authority to bind the Department to the terms of this Agreement:

_____ Typed or Printed Name	_____ Signature	_____ Date
--------------------------------	--------------------	---------------

Signature(s) of persons with legal authority to bind the AE to the terms of this Agreement:

_____ Typed or Printed Name	_____ Signature	_____ Date
--------------------------------	--------------------	---------------

_____ Typed or Printed Name	_____ Signature	_____ Date
--------------------------------	--------------------	---------------

_____ Typed or Printed Name	_____ Signature	_____ Date
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_____ Typed or Printed Name	_____ Signature	_____ Date
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_____ Typed or Printed Name	_____ Signature	_____ Date
--------------------------------	--------------------	---------------

_____ Typed or Printed Name	_____ Signature	_____ Date
--------------------------------	--------------------	---------------

_____ Typed or Printed Name	_____ Signature	_____ Date
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1. Operating Agreement Terms and Conditions

1.1 Definition of Terms

The following capitalized terms as used in this Agreement are defined as set forth below:

Administrative Entity (AE) – A county/joinder or non-governmental entity that enters into and maintains a signed current agreement with the Department to perform administrative functions delegated by the Department, as the Department’s designee, and LOC evaluations in compliance with the Department’s approved ID/A Waivers and the AAW, Written Policies and Procedures, and Departmental Decisions.

Administrative Entity (AE) Jurisdiction – The AE is responsible for ID/A Waiver Participants or Prospective Waiver Participants when providing ID/A Waivers and AAW functions as identified in the body of this Agreement and the approved ID/A Waivers and AAW. For purposes of ID/A Waiver or Prospective Waiver Participants, it is the individuals who reside within the county or counties served by the AE. For the purposes of the AAW, the jurisdiction would include conducting initial LOC for Prospective Waiver Participants residing within the county or counties served by the AE.

Adult Autism Waiver (AAW) – A 1915(c) home and community-based services (HCBS) waiver designed to provide long-term community-based services and supports to meet the specific needs of adults with Autism Spectrum Disorders.

Agency With Choice (AWC) – A type of FMS where a Provider supports an ID/A Waiver Participant or an ID/A Waiver Participant’s Surrogate acting as the Managing Employer in the management of the ID/A Waiver Participant’s SSWs and supports and services authorized in the Participant’s ISP.

Approved Program Capacity (APC) – The maximum number of individuals who may receive services at a service location at one time of any given day throughout the FY regardless of the service type or funding used to pay for the service.

Assessed Needs – Needs of ID/A Waiver Participants identified through valid assessments (Supports Intensity Scale, Physical Therapy, Occupational Therapy, Speech Therapy, etc.) that have been conducted based on the ID/A Waiver Participant’s unique circumstances, documented in writing including frequency and duration, when applicable prescribed by a licensed medical professional, and identified as a required need by the ID/A Waiver Participant’s team responsible for developing the ISP.

Auto Approval and Authorization – A web-based process that allows ISPs that meet criteria to be automatically approved and for services to be automatically authorized.

Bureau of Hearings and Appeals (BHA) – The Departmental entity charged with conducting administrative hearings and adjudication of appeals which are filed in accordance with state and federal regulations.

Centers for Medicare & Medicaid Services (CMS) – The agency in the federal Department of Health and Human Services that is responsible for federal administration for Medicaid, Medicare, and State Children’s Health Insurance programs.

Claim – A bill for a service(s) or a line item of service within a bill for a service(s) provided to an ID/A Waiver Participant that is submitted through PROMISe™.

Common-Law Employer – The ID/A Waiver Participant or the ID/A Waiver Participant’s designee that is the legal employer, also known as “employer of record” of the staff hired through the VF/EA model to support the ID/A Waiver Participant.

Community Living Waiver Cap – The per ID/A Waiver Participant limitation for Waiver services funded through the Community Living Waiver during a state FY, excluding costs for supports coordination.

Corrective Action Plan (CAP) – A plan to address issues of non-compliance, health and welfare risks for ID/A Waiver Participants, and other performance issues.

County Assistance Office (CAO) – The county offices of the Department that administer public assistance benefits, including determining participant eligibility for the ID/A Waivers and AAW.

County/Joinder Mental Health/Intellectual Disabilities (MH/ID) Board – The board established by a county, joinder or city of the first class as per Section 302 of the Mental Health and Intellectual Disability Act of 1966, 50 P.S. §§ 4101–4704.

Department or DHS – The Pennsylvania Department of Human Services and the state program offices under the heading of this Department, including ODP, except where some other subdivision is specifically named.

Departmental Decisions – Written determinations made by the Department including but not limited to: service review findings, Provider dispute resolution findings, BHA decisions, reconsiderations made by the Secretary of DHS, decisions made by the Deputy Secretary of ODP, Provider qualification and disqualification actions, licensing actions, interpretations of policy, findings resulting from an investigation completed by anODP regional certified investigator, QA&I findings reports related to AE performance, and responses to a CAP or DCAP.

Directed Corrective Action Plan (DCAP) – A document developed or approved by the Department or the Department’s designee to resolve the AE’s or Provider’s non-compliance.

Financial Management Services (FMS) – An option (either AWC or VF/EA) that provides administrative support to an ID/A Waiver Participant who self-directs all or some of the ID/A Waiver Participant’s HCBS and fulfills specific employer or employer agent responsibilities for that ID/A Waiver Participant.

Fiscal Year (FY) – The period of time extending from July 1 of one calendar year through June 30 of the next calendar year.

Health Care Quality Units (HCQUs) – The contracted entity with the mission to improve access to appropriate physical and behavioral health care. HCQUs are units comprised of professionals with expertise in the areas of intellectual and developmental disabilities and health care.

Home and Community Services Information System (HCSIS) – The secure web-based information system serving the DHS state program offices that oversee the ID/A Waivers and the AAW.

ID/A Waiver Participant – An individual determined to meet eligibility criteria and who is enrolled in either the Consolidated, Community Living, or P/FDS Waiver. The acronym ID/A does not include AAW or AAW participants.

Independent Monitoring for Quality (IM4Q) – A survey and interview instrument focusing on the quality of services and supports for individuals and ID/A Waiver Participants with intellectual disabilities and autism which provides a source of data to support ODP quality initiatives.

Individual Support Plan (ISP) – The comprehensive individual plan that contains decisions agreed upon by the ID/A Waiver Participant’s ISP team and documented on the web-based form designated by the Department which identifies outcomes and needed services and supports provided to a Participant.

Ineligible Provider – A Provider identified on one of the following lists or databases:

Excluded Parties List System – This system includes information regarding entities debarred, suspended, proposed for debarment, excluded or disqualified under the non-procurement common rule or otherwise declared ineligible from receiving federal contracts, certain subcontracts, and certain federal assistance and benefits.

List of Excluded Individuals/Entities (maintained currently in the System for Award Management or SAM) – A database maintained by the Office of Inspector General for use by the public, health care providers, patients, and others which provides information relating to parties excluded from participation in Medicare, Medicaid, and all federal health care programs.

Medicheck – A list identifying providers, individuals, and other entities precluded from participation in the Commonwealth of Pennsylvania Medical Assistance Program.

In addition, a provider that expresses interest in delivering an ID/A Waiver service that has not successfully completed the Department’s Provider qualification process is also considered an Ineligible Provider until the Provider is determined by the Department to be a Willing and Qualified Provider.

Intellectual Disability/Autism (ID/A) Waivers – The current approved Consolidated, Community Living, and P/FDS Waivers (acronym ID/A does not include AAW or AAW participants).

Managing Employer – The ID/A Waiver Participant or their Surrogate who agrees to enter into an employer arrangement with the AWC FMS.

Medicaid or Medical Assistance (MA) – The program authorized under Title XIX of the federal Social Security Act, 42 U.S.C. §§ 1396 et seq., and regulations promulgated thereunder.

Multi-Year Program Growth Strategy (MYPGS)- Strategy to expand access for adults waiting for services by the addition of waiver capacity as well as a shift to management of waiver capacity by budget rather than slots.

Office of Developmental Programs (ODP) – The Pennsylvania state program office within the Department that oversees the ID/A Waivers and AAW, sets policy, provides funds and administers services for individuals with intellectual disabilities, autism and children eight (8) years old and younger with developmental disabilities who are likely to be diagnosed with intellectual disability or autism and children under 22 years of age with medically complex conditions.

Office of Vocational Rehabilitation (OVR) – The office within the state Department of Labor & Industry which provides vocational rehabilitation services to help persons with disabilities prepare for, obtain, or maintain employment.

Organized Health Care Delivery System (OHCDS) – The arrangement in which a Provider that renders at least one direct ID/A Waiver service also chooses to offer Vendor services by subcontracting with a Vendor in order to facilitate the delivery of Vendor services.

Performance Based Contracting (PBC) - The 1915(b)(4) Selective Contracting waiver for residential services and supports coordination services. Residential services covered under this arrangement include Residential Habilitation, Supported Living, and Life

Sharing, which are currently offered in the Consolidated and Community Living 1915(c) Waiver programs. Supports coordination services covered under this arrangement include Supports Coordination services in the ID/A waivers and Medicaid State Plan Targeted Supports Management.

Person/Family Directed Support (P/FDS) Cap – The per participant limitation for Waiver services funded through the P/FDS Waiver during a state FY, excluding costs for supports coordination, support broker, and employment services up to the amount designated in the approved ID/A Waivers for employment services.

Prioritization of Urgency of Need for Services (PUNS) – The strategic planning tool and current process used to categorize a Prospective Waiver Participant's need for services prior to enrollment in one of the ID/A Waivers which is then reviewed at least annually thereafter.

Prospective Waiver Participant – A person who is likely to be eligible or has been determined eligible but has not been enrolled in an ID/A Waiver or the AAW.

Provider – An entity or individual that enters into and maintains a signed ID/A Waiver Provider Agreement with the Department to render an ID/A Waiver service(s).

Provider Agreement for Participation in Pennsylvania's Consolidated, Community Living and P/FDS Waivers (ID/A Waiver Provider Agreement) – The ODP agreement signed by a Provider of ID/A Waiver services, under which the Provider agrees to furnish services to ID/A Waiver Participants in compliance with state and federal requirements, including ID/A Waiver requirements approved by CMS.

Provider Reimbursement and Operations Management Information System in electronic format (PROMISe™) – A secure internet claims processing site that allows Providers, managed care organizations, and drug labelers or manufacturers to submit a Claim, check a Claim's status, access real time eligibility verification information, access web-based training courses, and review and download user manuals and Claim forms.

Quality Assessment and Improvement (QA&I) – A process for assessing a Provider's, SCO's, and AE's performance, which includes ODP's continuous review of specific indicators and a formal-onsite review every three (3) years of the Provider, SCO and AE and the development of a QA&I findings report summarizing the findings of the onsite review.

Quality Management (QM) – Active oversight of all quality assurance and improvement activities required to achieve and maintain a desired level of excellence.

Quality Management (QM) Plan – A written plan describing how the AE will measure, remediate, and improve its performance in a manner consistent with the Department's QM Strategy to ensure sustained compliance with ID/A Waiver assurances and to

contribute towards achieving the Department's identified priorities for improvement.

Quality Management (QM) Strategy – The structure, process, roles, responsibilities and methods the Department uses to manage its performance to achieve quality results including continuous cycles of performance measurement (discovery), correction of individual problems (remediation), and implementation of system-wide change as needed (improvement).

Reserved Capacity –The portion of the approved ID/A Waivers that are reserved for the enrollment of specified groups or targeted purposes.

Risk Factor– The presence of a factor that increases the likelihood of an adverse/undesirable outcome (e.g., loss of life, injury, financial loss, etc.) to an individual and/or an entity. Each Risk Factor carries the possibility of an undesirable consequence as well as the likelihood that it will occur.

Risk Management (RM) –Identifying, evaluating, and prioritizing identified Risk Factors, and then applying resources, in a coordinated effort to avoid, minimize, control, and monitor the probability or impact of harm or an adverse outcome. Risk Management activities can be proactive and reactive.

Risk Mitigation – An approach to minimize the severity of risk and to reduce the likelihood of occurrence or recurrence of an adverse event.

State Medicaid Administration Allocation – The administrative funds allocated to oversee and provide ID/A Waiver administrative functions as per this Agreement, Written Policies and Procedures, and Departmental Decisions.

Statewide Needs Assessment – The assessment designated by the Department to be used during the ISP process to determine an ID/A Waiver Participant's Assessed Needs.

Substantial Failure – A repeated pattern of non-compliance by the AE with responsibilities outlined in this Agreement; non-adherence with Written Policies and Procedures and Departmental Decisions; inability to develop or implement an approved CAP or DCAP to remedy non-compliance areas; or an egregious non-compliance issue that jeopardizes ID/A Waiver Participant health and welfare or overall compliance with federal ID/A Waiver requirements approved by CMS.

Support Service Professional (SSP) – A person hired by an ID/A Waiver Participant or their Surrogate who is managing services through one of the self-directing options.

Supports Coordination Organization (SCO) – A Provider with the primary responsibilities of locating, coordinating, and monitoring needed services and supports for ID/A Waiver Participants.

Supports Coordinator (SC) – An employee of an SCO with the primary responsibilities of locating, coordinating, and monitoring needed services and supports for ID/A Waiver Participants.

Surrogate – A Surrogate includes one of the following:

1. A parent of a child under 18 years of age under the common law and 35 P.S. § 10101.
2. Legal custodian of a minor as provided in 42 Pa.C.S. § 6357.
3. A health care agent and representative for an adult as provided in 20 Pa. C.S. Ch. 54.
4. A guardian of various kinds as provided in 20 Pa.C.S. Ch. 55 (as limited by 20 Pa.C.S. § 5521(f)).
5. A holder of powers of attorney of various kinds as provided in 20 Pa.C.S. Ch. 56.
6. A guardian of a person by operation of law as provided in 50 P.S. § 4417(c).

Targeted Support Management (TSM) – An approved State Plan service that assists eligible Prospective Waiver Participants with gaining access to needed medical, social, educational, and other services.

Unanticipated Emergency – An occurrence when a Prospective Waiver Participant or participant in the Community Living or P/FDS Waiver has an imminent risk of institutionalization within twenty-four (24) hours, substantial self-harm or substantial harm to others if the Prospective Waiver Participant or participant in the Community Living or P/FDS Waiver does not immediately receive services and this imminent risk is precipitated by at least one of the following situations:

1. The illness or death of a caretaker;
2. The sudden loss of the home of the Prospective Waiver Participant or participant in the Community Living or P/FDS Waiver (for example due to fire or natural disaster); or
3. The loss of the care of a relative or caregiver, without advance warning or planning.

To be considered by the Department to be an Unanticipated Emergency, the AE and the county program must have no other resources available to address the immediate health and welfare needs of the Prospective Waiver Participant's or participant in the Community Living or P/FDS Waiver.

Vendor – An entity that provides general goods or services and possesses the following distinguishing characteristics: goods/services are provided within normal business operations, similar goods/services are provided to many different purchasers, and the Vendor operates in a competitive environment providing goods/services to the general public.

Vendor Fiscal/Employer Agent (VF/EA) – A type of FMS entity acting as the fiscal agent which provides an administrative service that supports an ID/A Waiver Participant or their Surrogate acting as the Common-Law Employer to hire and manage SSWs. Under the VF/EA FMS model, the ID/A Waiver Participant or their Surrogate retains full and legal responsibility for all aspects of being the Common-Law Employer, with the exception of processing payroll for the SSWs, withholding and reporting taxes, obtaining and processing workers' compensation and insurance payments, and processing payment of all invoices.

Waiver Capacity Commitment – The number of Participants the AE may enroll in a specified ID/A Waiver at any given point in time during a FY, as approved by the Department.

Waiver Capacity Commitment Notification – A notification that designates the Department's current approved maximum number of ID/A Waiver Participants within the AE Jurisdiction that may be enrolled in each ID/A Waiver at any given point in time during a FY. There are three numbers designated in the Waiver Capacity Commitment Notification for each ID/A Waiver.

Waiver Capacity Management – The overall process of properly maintaining the AE's Waiver Capacity Commitment, which includes following Department-approved policies and procedures relating to Waiver Capacity Commitment, maintaining Reserved Capacity (including the tracking of ID/A Waiver Participants due to hospitalization or rehabilitation care), Waiver Residential Vacancy Management, management of Unanticipated Emergencies and submission of quarterly budget and capacity adjustments.

Waiver Residential Vacancy Management – The process of identifying and managing a vacancy in a service location licensed under 55 Pa. Code Chapter 6400 (relating to Community Homes for Individuals with an Intellectual Disability) within the service location's APC.

Willing and Qualified Provider – A Provider that is qualified to render a specific ID/A Waiver service because the Provider meets state and federal laws, Written Policies and Procedures, and Departmental Decisions relating to qualification and requalification of ID/A Waiver Providers and is willing to serve ID/A Waiver Participants, accept the Department's payment as payment in full for rendering an ID/A Waiver service, and abide by all of the ID/A Waiver Provider requirements, including entering into and maintaining a signed current ID/A Waiver Provider Agreement with the Department.

Written Policies and Procedures – The CMS-approved ID/A Waivers, the AAW and the ID/A Waivers and AAW amendments, and DHS rules, regulations, policies, policy clarifications, bulletins, directives, announcements, and procedures. This includes written correspondence signed by the Secretary of DHS or the Deputy Secretary of ODP.

2. General Scope of the Operating Agreement

2.1 Sovereign Immunities

Nothing herein is intended to limit, modify, alter or impair, directly or indirectly, the sovereign immunities of the Commonwealth, the Department or the AE respectively, including but not limited to such immunities as applicable to dealings with third parties.

2.1.1 Authority of the Department

The Department retains the authority to exercise discretion in the administration and supervision of all ID/A Waiver and AAW related matters, including the terms and conditions of this Agreement and to issue Departmental Decisions and Written Policies and Procedures related to the ID/A Waivers and AAW. An AE does not have the authority to change or disapprove any Departmental Decisions or otherwise substitute its judgment for that of the Department with respect to the application and implementation of Written Policies and Procedures and Departmental Decisions. The Department may, at its discretion, authorize the AE to act as the Department's designee in dealings with Providers for matters relating to the implementation of, the provision of technical assistance relating to, and the enforcement of provisions of the ID/A Waiver Provider Agreement as defined herein. The Department may at its discretion authorize the AE to act as the Department's designee for matters relating to the implementation of and the provision of technical assistance regarding state or federal regulations that establish program, operational, or payment requirements to Providers as defined herein.

2.1.2 Authority of the Administrative Entity (AE)

The authorities of the AE are as set forth herein and shall include the authority to enter into and maintain subcontracts with other entities for the administrative functions hereunder and the other authorities of the AE, including the delegation of authority as specified at Subsection 2.1.1 as set forth herein.

2.2 Indemnification

Without waiving any immunity conferred by statute or common law, the AE shall hold the Commonwealth of Pennsylvania and by extension the Department harmless from and indemnify the Commonwealth of Pennsylvania, the Department against any and all claims, demands and actions based upon or arising out of any activities performed under this Agreement or nonperformance under this Agreement by the AE, any agent of the AE, any subcontractor or anyone directly or indirectly employed by the AE, and shall, at the request of the Commonwealth, Department or

ODP, defend any and all actions brought against the Commonwealth, Department or ODP based upon any such claims, demands and actions.

3. Administrative Functions

All ID/A Waiver oversight, implementation, service delivery, and administrative functions must be provided in compliance with federal and state statutes and regulations, approved ID/A Waivers, the conditions of this Agreement, litigation affecting ID/A Waiver enrollment or ID/A Waiver Participants, Written Policies and Procedures, and Departmental Decisions.

3.1 Delegated or Purchased Administrative Functions

The AE may delegate or purchase ID/A Waiver and AAW administrative functions in accordance with applicable provisions of Pennsylvania statute and regulation. The AE shall continue to retain responsibility for compliance with this Agreement, Written Policies and Procedures, and Departmental Decisions when it delegates to or purchases administrative functions from an entity. Administrative functions are not permitted to be delegated to an SCO or Provider that renders ID/A Waiver or AAW services per written policies and procedures.

The AE shall ensure that any delegated or purchased administrative functions are established in writing pursuant to a subcontract or agreement. All subcontracts and agreements for delegated or purchased administrative functions must comply with 42 CFR §§ 434.6 and 434.10 and must allow for periodic inspections by the Department, the United States Comptroller General, the United States Department of Health and Human Services, and the authorized representatives of any of the agencies listed in this Section, to validate the quality, appropriateness, and timeliness of services performed as part of the subcontract or agreement.

The Department retains the authority to provide the AE with direction that must be followed related to the selection of an entity performing delegated or purchased administrative functions.

Upon request by the Department, the AE must provide to the appropriate regional ODP office the following with regard to the administrative functions delegated to or purchased from an entity:

1. A copy of the subcontract or agreement for each entity the AE has delegated or purchased functions.
2. A copy of any amendments to subcontracts or agreements for delegated or purchased functions.
3. Procedures the AE has or will put in place to monitor the completion of those delegated or purchased administrative functions, including frequency of reviews by the AE and the staff positions/titles responsible for the reviews.

3.1.1. Monitoring of Delegated or Purchased Administrative Functions

Monitoring of delegated or purchased administrative functions as referenced in this Agreement is a separate and discrete function from the AE monitoring of Provider requirements as referenced in Section and Subsection 9 and 9.1 of this Agreement.

If the AE delegates or purchases an administrative function that has been designated as a responsibility of the AE to an entity, the AE shall monitor that delegated or purchased administrative function to ensure compliance with Written Policies and Procedures, Departmental Decisions, state and federal laws and regulations and the requirements of this Agreement. The AE shall be held responsible for the quality, compliance and completion of an administrative function which has been delegated to it by the Department, even when the AE delegates to or purchases the administrative function from an entity through a subcontract or agreement. The AE shall make available monitoring results to other AEs that use the same delegated or purchased entity.

The Department will utilize a variety of means to ensure compliance with Agreement requirements, Written Policies and Procedures, and Departmental Decisions, when the AE demonstrates a Substantial Failure to monitor and ensure delegated or purchased administrative functions are conducted in compliance with the terms and conditions of this Agreement. The Department will pursue remedial actions as needed to resolve any outstanding performance concerns and non-compliance with this Agreement. The application of remedies shall be a matter of public record once an acceptable CAP has been developed by the AE.

AE non-compliance will be addressed through remedial efforts as referenced in Subsection 12.1 of this Agreement. While remedies will generally follow a progressive path, the Department reserves the right to deviate from this path for significant issues of non-compliance as determined by the Department.

3.2 Financial Administration Requirements for the ID/A Waivers

3.2.1 Administrative Payments to the AE

The state and federal governments fund the administrative activities required of the AE through this Agreement. Contingent on state budget approval of sufficient funds, the Department shall make advance quarterly payments of the state share of ID/A Waiver administration funds necessary to comply with the requirements outlined in this Agreement to the AE. The first installment shall be for the quarter of the FY beginning July 1 and ending September 30.

The second installment shall be for the quarter beginning October 1 and ending December 31. The third installment shall be for the quarter beginning January 1 and ending March 31. The fourth installment shall be for the quarter beginning April 1 and ending June 30. The Department will provide the final allocation no later than September 30. The AE shall continue to perform all responsibilities outlined in this Agreement, including during periods when the Commonwealth is operating without an enacted budget. Upon enactment of the budget, the Department shall make retroactive payments for the period of delay.

The Department reserves the right to review advance installments against actual expenditures at any time, and to make appropriate adjustments in subsequent advances. If an overpayment cannot be recovered through an adjustment, the AE shall provide a refund of all overpayments to the Department upon request.

To document AE costs and qualify for federal funding, the AE shall participate in the statewide county MH/ID/EI Random Moment Time Study (RMTS) and submit its ID/A administrative costs to the Department through the RMTS-related quarterly claiming system in a timely manner. Through the RMTS and Medicaid administrative claiming (MAC) methodology, the costs eligible for federal reimbursement are identified and reimbursed following the end of each quarter.

The Department will evaluate increases and decreases in the AE's workload and reserves the right to adjust the state allocation to the AE via an updated notice indicating its State Medicaid Administration Allocation.

The Department will evaluate the State Medicaid Administration Allocation against the terms of the Agreement to confirm that there are sufficient allocations to perform all terms. If the state allocation, together with the federal reimbursement, is not sufficient to allow all terms of the Agreement to be completed, the Department will prioritize the terms of the Agreement and notify the AE regarding this prioritization.

If the AE requests additional state funds for inclusion in its State Medicaid Administration Allocation, the Department shall notify the AE of its decision in writing within thirty (30) calendar days of receipt of a request.

3.2.2 Ineligible ID/A Waiver Expenditures

The AE shall ensure that the following are **not** authorized as ID/A Waiver services:

1. The purchase of a service(s) that is not eligible for funding

- through an ID/A Waiver.
2. Service(s) to an individual who is ineligible for services funded through an ID/A Waiver.
 3. The purchase of an ID/A Waiver service(s) rendered by a Provider that is restricted or sanctioned by the Department.
 4. The purchase of an ID/A Waiver service(s) rendered by a Provider that is not qualified to render an ID/A Waiver service(s).
 5. The purchase of an ID/A Waiver service(s) rendered by an Ineligible Provider.

3.2.3 Financial Liability of ID/A Waiver Participants

The AE may not require a Participant in an ID/A Waiver to pay a cost share or co-pay for an ID/A Waiver-eligible service, unless otherwise specified in the approved ID/A Waiver.

3.2.4 Financial Audits

The AE shall comply with all applicable federal audit requirements, including the Single Audit Act, as amended; the Office of Management and Budget *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (commonly called "Uniform Guidance"); 45 CFR Section 75.501(i); and any other applicable federal law or regulation t.

The AE shall assist the Department as requested with the review and follow up of Provider audits.

3.2.5 Desk and Financial Review

The AE shall analyze a Provider's financial solvency if necessary and shall notify the Department if any financial issues are identified.

The AE shall collect data to support rate setting activities for ID/A Waiver service(s) when requested and in accordance with instructions issued by the Department.

3.2.6 Claim Resolution Support

The AE shall assist Providers in the timely resolution of a denied Claim resulting from issues with ISPs or discrepancies between HCSIS or its replacement and information maintained by the Department's CAO.

The AE shall designate staff to serve as the point of contact for Claim resolution support issues and shall advise the appropriate regional ODP

office and Providers of this staff designation.

3.2.7 Fee Schedule Rates

If the AE negotiates rates with providers for basefunded services which have corresponding rates published in the final fee schedule for the ID/A Waivers and AAW, the AE must notify the Department. When funding is appropriated to increase base allocations to cover fee schedule increases, AEs with negotiated rates that are below the fee schedule rate will not receive the corresponding base allocation increase.

Base funded Supports Coordination services are exempt from 3.2.7.

3.3 ID/A Waiver Records

The AE shall preserve the documents and records listed in Section 3.3.1 for five (5) years after the ID/A Waiver Participant's case is closed. Records that relate to litigation, audit exceptions, or the settlement of a Claim related to performance or expenditures under this Agreement must be retained by the AE until such litigation, audit exception, or Claim has reached final disposition.

3.3.1 ID/A Waiver Participants' Records

The AE shall maintain the following:

1. Documentation of the choice between institutional services and HCBS using the Department's service preference form.
2. Documentation of the initial financial eligibility determination made by the CAO, such as the initial PA-162 form.
3. Office of Vocational Rehabilitation (OVR) referral and response letters, if applicable.
4. Service review findings letter(s) issued by the Department.
5. Requests for fair hearings and fair hearing decisions, including supporting documentation and letters providing notification of fair hearing rights when there is an AE decision to deny, suspend, terminate or reduce a service.
6. Documentation of meetings related to service disputes.
7. Service requests and responses.
8. Requests for variances or extensions to service limitations and responses.
9. Documentation for services requiring supplemental information per the approved waivers.
10. Correspondence and documentation related to the transfer of an ID/A Waiver Participant to the AE.
11. Required documentation related to incidents and incident

- investigation.
12. Documentation related to Pre-Admission Screening and Resident Review (PASRR), if applicable.
 13. Documentation related to transferring to other service programs, such as Community HealthChoices.

3.3.2 Other ID/A Waiver Records

The AE shall maintain the following for a period of five (5) years from the date the record was created:

1. Subcontracts or agreements with entities paid with administrative funds (e.g., entities providing delegated or purchased administrative functions, HCQUs, IM4Q contracts, incident management, etc.).
2. Records of AE monitoring of delegated or purchased administrative functions, including any associated CAPs and verification of remediation.
3. Records to substantiate ID/A Waiver administrative costs and the methodology used to calculate the administrative costs.
4. Invoices and billing records for administrative functions.
5. Any documentation related to Cost Report Desk Reviews completed by the AE.
6. Provider audits specified by the Department.
7. Documentation relating to monitoring of Providers.
8. Correspondence and documentation relating to an AE-developed CAP or DCAP.
9. Correspondence and documentation relating to the development, modification or remediation of an approved CAP or DCAP for a Provider.
10. Documentation of the verification of Provider qualification standards, including any supporting information.
11. Documentation related to Provider appeals as specified by the Department.
12. Correspondence and documentation of issues identified and resolved through monitoring of ID/A Waiver services.
13. AE QM Plans and associated reports.

3.3.3 Safeguarding ID/A Waiver Records

The AE shall develop and implement a written protocol relating to safeguarding ID/A Waiver records, which shall include restrictions on disclosure of information concerning Prospective Waiver Participants and ID/A Waiver Participants that is consistent with 42 CFR Part 431, Subpart F and 55 Pa. Code Chapter 105. The protocol must include a policy on controlling

access to e-records, training and maintaining passwords.

3.3.4 Access to ID/A Waiver Records

The AE shall develop and implement a written protocol relating to full and free access to all records pertaining to Prospective Waiver Participants, ID/A Waiver Participants, services and payments for services that allows for the evaluation through inspection or other means of the quality, appropriateness and timeliness of services performed under this Agreement. The AE shall grant access to the following:

1. The Department.
2. The Commonwealth of Pennsylvania Attorney General.
3. The Commonwealth of Pennsylvania Auditor General.
4. The United States Comptroller General.
5. The United States Department of Health and Human Services.
6. The authorized representatives of any of the agencies listed in this Section.
7. The Prospective Waiver Participant, ID/A Waiver Participant, individual(s) designated by the ID/A Waiver Participant, or legally responsible person(s).

3.4 ID/A Waiver Capacity Management

The AE shall comply with the ID/A Waiver Capacity Management process as approved by the Department, including the policies and procedures relating to Multi-Year Program Growth Strategy (MYPGS) Waiver Capacity Commitment (including management of Reserved Capacity), Waiver Residential Vacancy Management, and management of Unanticipated Emergencies.

On any day during a FY, the total number of ID/A Waiver Participants enrolled in the ID/A Waivers registered with the AE may not exceed the approved number of ID/A Waiver Participants in the AE's current Waiver Capacity Commitment. The Department will notify the AE in writing of changes to the AE's Waiver Capacity Commitment.

AEs shall implement protocols for maintaining Waiver Capacity and MYPGS communication between program and fiscal staff, monthly review of data, monthly oversight of Waiver Capacity Management and MYPGS internal controls of the ISP review, and service authorization and utilization review procedure. The AE shall ensure the following:

1. AE has sufficient staffing to implement MYPGS successfully.

2. AE is compliant with this Agreement, the ID/A Waivers, and other ODP communications/guidance.
3. AE has established protocol for reviewing data monthly.
4. AE meets average utilization expectations.
5. AE efficiently manages waiver capacity.
6. AE has established process for reviewing ISPs and services to ensure services are authorized in accordance with identified needs, ID/A Waiver expectations, and budget impact.
7. AE ensures PUNS is updated timely when an individual is enrolled in an ID/A Waiver.
8. AE uses all budget management tools available to it, including the AE dashboard.
9. AE ensures oversight of base spending in accordance with its county plan.
10. AE conducts budget analysis to identify trends and budget impacts.

3.4.1 Waiver Capacity Commitment

The AE shall perform administrative functions to ensure that ID/A Waiver services are provided to ID/A Waiver Participants within the AE's available Waiver Capacity Commitment and ODP capacity increases to the AE's waiver capacity commitment within the AE's allocated budget per Written Policies and Procedures.

The Department will designate the number of new ID/A Waiver Participants the Department expects the AE to enroll in one of the ID/A Waivers as part of the waiting list initiative, MYPGS or other Reserved Capacity category, if applicable. The AE shall identify those individuals using the instructions given by the Department. The waiting list and/or other Reserved Capacity categories will be identified separately from the Waiver Capacity Commitment.

The Department reserves the right to adjust the number of ID/A Waiver Participants in the AE's Waiver Capacity Commitment based on budgetary, utilization or other considerations.

The AE shall only enroll an individual with an emergency need as identified in PUNS or its successor into one of the ID/A Waivers, except for individuals designated in a Reserved Capacity category. If the AE is unable to provide services to the number of ID/A Waiver Participants identified in its Waiver Capacity Commitment Notification by filling the capacity with an individual with an emergency need identified in PUNS or its successor, it shall notify the appropriate regional ODP office per the Written Policies and Procedures.

If the AE has enrolled a participant who did not meet emergency PUNS or

Reserved Capacity criteria or fails to enroll ID/A Waiver Participants within the AE Jurisdiction with an emergency PUNS into one of the ID/A Waivers, the Department retains the authority to release the capacity for use by a Prospective Waiver Participant within the Commonwealth who does have an emergency PUNS.

If the AE needs to request an increase in the number of ID/A Waiver Participants it serves over its current Waiver Capacity Commitment for the ID/A Waivers due to an Unanticipated Emergency, it must submit a written request to increase the ID/A Waiver Capacity Commitment to the appropriate regional ODP office.

The AE may submit capacity and budget adjustments on a quarterly basis per the MYPGS Written Policies and Procedures.

3.4.2 ID/A Waiver Residential Vacancy Management

The AE shall develop and maintain an implementation protocol in accordance with the Department's Waiver Residential Vacancy Management Written Policies and Procedures. The AE shall assign a staff point-person to implement the Waiver Residential Vacancy Management activities identified in the AE's protocol and in accordance with the Written Policies and Procedures. The AE shall fill a vacancy per Written Policies and Procedures, including authorizing services for ID/A Waiver Participants within the Provider's APC.

3.4.3 Approved Program Capacity (APC)

The Department will establish an APC for each residential service location licensed under 55 Pa. Code Chapters 6400 and 6500. The AE shall not approve and authorize an ID/A Waiver service for an ID/A Waiver Participant in a setting with an APC if the APC will be exceeded unless the AE obtains prior approval from ODP.

3.4.4 Reserved Capacity

The Department and its designee reserve a portion of ID/A Waiver capacity for specified purposes (e.g., to provide for the community transition of institutionalized persons or to furnish ID/A Waiver services to individuals experiencing a crisis).

1. Hospital or Rehabilitation Care Reserved Capacity

The AE shall develop and implement a written protocol that identifies how it will monitor the status of former ID/A Waiver Participants whose

enrollment in an ID/A Waiver is being reserved because of a short-term stay in a hospital, nursing facility or rehabilitation care facility. This does not apply to participant when receiving waiver services during an acute hospital stay.

When an ID/A Waiver Participant requires medical or psychiatric hospital care for more than 30 consecutive days, or immediately upon admission in a nursing home or rehabilitation care facility (day 1 of admission), the following procedures must occur:

- 1.1** The AE must send the ID/A Waiver Participant a letter notifying them that they are being terminated from the ID/A Waiver, but their waiver capacity will be maintained for up to 180 days. The 180-day Reserved Capacity time-period begins on day 31 for individuals who are hospitalized or upon admission (day 1) for individuals in a nursing home or rehabilitation care facility.
- 1.2** The AE must notify the County Assistance Office (CAO) using the PA 1768 form that the ID/A Waiver Participant is in a hospital, nursing home or rehabilitation care facility.
- 1.3** The AE must change the ID/A Waiver Participant's status on the Waiver/Program Enrollment screen in HCSIS or its replacement from "Enrolled" to "Intent to Enroll."
- 1.4** The AE must notify the waiver capacity manager (WCM) upon the change of the ID/A Waiver Participant's status and provide the WCM with the following information: Master Client Index (MCI) number of the participant, the date the participant was entered into Reserved Capacity and the name of the hospital, nursing home or rehabilitation facility to which the participant has been admitted.
- 1.5** The AE shall review information provided by the ISP team on at least a monthly basis to determine if the ID/A Waiver Participant will be returning to the community. This may include recommendations and updates from medical providers about the participant's progress, the possibility of the participant returning to the community, any changes in the level of support needed by the participant, any adaptations required at the participant's residence and whether natural, family and community supports can assist the participant in returning to the community.
- 1.6** If the ID/A Waiver Participant is discharged from the hospital, nursing home or rehabilitation care facility within the 180-day Reserved Capacity timeframe, the AE is required to start the waiver enrollment process.

2. Transition Reserved Capacity

The AE shall reserve existing ID/A Waiver capacity for Prospective Waiver Participants who require future services in accordance with the criteria in the approved ID/A Waivers. Capacity may be reserved for up to 180 calendar days prior to the expected need for services. The AE shall develop and implement a written protocol that identifies how it will identify, monitor and reserve capacity for Prospective Waiver Participants transitioning in accordance with an approved ID/A Waiver.

If capacity is reserved for the Prospective Waiver Participant for more than 180 days, the AE will be notified by the WCM to remove the Prospective Waiver Participant from the queue and provide the participant with a letter notifying the Prospective Waiver Participant that waiver capacity will no longer be maintained for the Prospective Waiver Participant.

3. Reserved Capacity for High School Graduates

The AE shall reserve existing P/FDS Waiver capacity for students graduating from high school. The students identified may not meet emergency PUNs requirements, which makes it necessary to reserve capacity for them to ensure they have access to the P/FDS Waiver.

4. Reserved Capacity for ID/A Waivers

The AE shall reserve existing ID/A Waiver capacity to serve identified Prospective Waiver participants who meet the criteria for Reserved Capacity in the ID/A Waivers.

3.4.5 Management of Unanticipated Emergencies

The AE shall develop and implement a protocol to manage Unanticipated Emergencies efficiently and in the best interest of the ID/A Waiver Participant or Prospective Waiver Participant in need of services. The AE shall develop and implement the protocol as directed in the Written Policies and Procedures.

The AE shall identify a contact person at the AE and a contact person at the Prospective Waiver Participant's or ID/A Waiver Participant's SCO responsible for ensuring that the Prospective Waiver Participant's or ID/A

Waiver Participant's health, welfare, and safety needs are met. The identified contact person must be available to respond to the Prospective Waiver Participant at any time. These contact persons could include, but are not limited to: an AE program staff, a County crisis worker, a TSM SC, or an ID/A Waiver SC.

An Unanticipated Emergency may occur because a Prospective Waiver Participant in need of services was unknown to the AE; a Prospective Waiver Participant was not identified correctly through the PUNS; or the Prospective Waiver Participant's PUNS did not accurately reflect an unanticipated change in circumstances.

4. Health and Welfare Assurances

The AE shall conduct a trend analysis by Provider to identify potential systemic issues related to health and welfare per written policies and procedures.

The AE shall provide Providers with ODP's standardized and approved training curriculum on how to identify and report critical incidents and reasonable suspicions of abuse, neglect, and exploitation. The AE shall utilize the CAP or DCAP process to facilitate quality improvement by Providers if the AE identifies an issue that relates to the health and welfare of ID/A Waiver Participants.

The AE shall provide training to its staff that have a direct role in incident management and to ID/A Waiver Participants and their families, guardians, and advocates about their rights, roles, and responsibilities for health and welfare.

The AE shall provide ongoing training and technical assistance as needed to Providers that relate to the needs of ID/A Waiver Participants served by the Provider. This shall include coordination of training resources to be provided by entities other than the AE when necessary.

The AE shall develop and maintain a process to ensure that incidents are reviewed and approved in accordance with the time frames and requirements outlined in the most current ODP incident management bulletin and the approved ID/A Waivers. The AE shall develop and maintain a process that ensures that any incident that is required to be investigated by ODP's current incident management bulletin is investigated by an ODP certified investigator who is available to conduct the investigation 24 hours a day, 7 days a week.

4.1 Provider Risk Screening Process

The AE shall establish a Provider Risk screening process to identify potential systemic issues that place the health and welfare of ID/A Waiver Participants at risk or affect the Provider's ability to continue to operate. The purpose of the Risk Factor

screening process is to identify problems that require intervention to prevent a crisis. The Risk screening process cannot be a substitute for or duplicate of the QA&I process. Risk screening must be an ongoing process that allows early identification of potential systemic issues outside of the QA&I three-year monitoring cycle. The AE must screen Providers that are assigned to the AE. The AE is responsible for gathering data from other AEs that have ID/A Waiver Participants being served by the Provider.

The Risk screening process must include a discussion between AE staff with knowledge about the specific Provider's performance as it relates to ID/A Waiver Participants receiving supports and services from the Provider and representatives from any SCO that supports ID/A Waiver Participants being served by the Provider. The discussions should occur when the Risk screening process has identified potential systemic issues that place the health and welfare of ID/A Waiver Participants at risk or has identified potential risks that affect the Provider's ability to continue to operate. The topics of the discussions must include the Risk Factors identified through the Risk screening process.

The Provider Risk screening process must include an annual desk review of each Provider. More frequent desk reviews or onsite reviews shall occur when there are reports of problems with service delivery or financial problems. The desk review process must include but not be limited to review of the information from the AE's QM Plan, ODP licensing, incident management, abuse reporting, IM4Q considerations, complaints, QA&I results, SC individual monitoring findings, claims, billing, authorization and financial information. The AE may also conduct announced and unannounced onsite visits of Providers. Any visits must be documented using the QA&I Written Policies and Procedures.

After it completes the Risk screening, the AE shall meet with the Provider to share what the AE observed and discuss with the Provider how to remedy any Risk factors identified. If the AE concludes that a Provider's continued operation is at risk or the health and welfare of ID/A Waiver Participants are at risk, the AE must notify the regional ODP office and provide a written summary of the identified risk areas. Depending on the findings of the risk Screening, the AE shall request technical assistance from the ODP regional office to remedy any identified problems. In accordance with Written Policies and Procedures, the AE shall use the CAP/DCAP process to address any identified risk areas.

4.2 Participant Management

The AE, in coordination with the ID/A Waiver Participant and his or her team, shall develop mitigation plans to address medical, behavioral, and socio-economic crisis situations in a timely manner. The AE is responsible for ensuring the Provider develops and implements corrective actions when a critical incident or crisis occurs.

The AE shall directly assume management of individual cases including but not limited to the following circumstances:

1. Individual's planning team is seeking assistance
2. No willing or identified provider is available
3. Involvement of law enforcement
4. Participant is hospitalized, ready for discharge without an identified or willing provider
5. At the direction of the Department

In such cases, AE shall ensure the following:

1. Incident reporting and ensure compliance with reporting requirements
2. Actively engage in and document participant referrals to Providers for service delivery; activities include:
 - a. identifying qualified providers
 - b. Outreach to Providers directly,to determine willingness to serve the participant
3. Coordinate with protective service entities, as applicable
4. Manage crisis situations including the following:
 - a. Meeting with potential willing providers, authorized Providers and SCOs for planning, locating resources and finding opportunities to mitigate the crisis
 - b. Explore and document all efforts to divert institutional placement
 - c. Facilitating competency hearings and guardianship appointments when necessary to resolve a crisis situation.
 - d. Other actions as directed by the Department
5. The AE shall ensure active planning for individuals return to the community is occurring for individuals who are placed in an institutional settings, including state centers, state hospitals, skilled nursing facilities, hospitals, psychiatric settings and prison.

4.3 Human Rights Committee

The AE shall develop and maintain a Human Rights Committee (HRC) in order to safeguard the human rights of ID/A Waiver Participants receiving services and supports. The mission of the HRC is to implement a consistent system of AE oversight of protection and promotion of the human, civil, and legal rights of ID/A Waiver Participants. The AE shall develop a protocol that includes the following:

1. The HRC must conduct a systemic review to ensure and verify the Provider's use of restraints and restrictive interventions is appropriate and necessary.

2. The HRC must provide technical assistance to Providers to assist in the development of positive interventions or strategy alternatives to eliminate or reduce the need for restraints and restrictive interventions.
3. The HRC must analyze systemic concerns including Provider's policies and procedures, trends and patterns, individual situations and restrictive procedure plans that authorize the use of interventions that have the potential to impact an ID/A Waiver Participant's rights. The analysis will be used to determine whether the AE must provide technical assistance or issue a CAP/DCAP.

4.4 Customer Service and Coordination with System Partners

4.4.1 Customer Service

The AE shall develop and maintain a customer service protocol to assist all individuals, family members, local stakeholders, local businesses, and the Department. Customer service protocols should include building trust by responding to all inquiries in an effective and timely manner. Responsive and timely support includes maintaining consistent communication and providing resources to address all ID/A Waiver Participants needs in a meaningful way. The AE should contact the ODP Regional Office regarding unusual situations that the AE is unable to resolve.

4.4.2 Coordination with System Partners

The AE shall discuss and manage challenging individual cases such as an imminent or unavoidable event that will affect the individual's need for new or modified services with system partners, including, but not limited to the County Mental Health Office; County Children, Youth and Families Office; Dual Diagnosis Treatment Team (DDTT), Managed Care Organizations, Hospital Social Workers, and the ODP Regional Office. The AE shall regularly engage with SCOs to identify areas of improvement and discuss oversight of ISP meetings, individual monitoring, service notes and other SCO functions.

4.4.3 Relationship with SCO

AEs will collaborate with SCOs for all ID/A Waiver Participants. The AE will document any considerations or issues regarding ID/A participants and forward them to the SCO. AEs and SCOs will collaborate to ensure actions to ensure communication for needs of participant waiver enrollment and participant health and welfare. AEs and SCOs are responsible for all or part of the development and/or

approval and authorization of ISPs for ID/A Waiver participants. The AE will review, approve and make authorization decisions regarding ID/A Waiver participants. The SCO must distribute this information to required team members within 14 calendar days prior to the ID/A participants Annual Review Update Date.

The AE is responsible for ensuring the SCO enters the ISP into HCSIS in accordance with ODP policy and regulation and submit to the AE for approval and authorization at least 30 calendar days prior to the end date of the ISP. If the AE sends documentation back to the SC/SCO for revision, the SC must make the necessary corrections and resubmit to the AE within seven days of the date it was returned. The AE is responsible for providing information to the SCO and provider (if appropriate).

If the team cannot reach a resolution to the barrier, the SCO should elevate to the County Program/AE. If the change in need impacts the currently authorized services and/or funding, the SC must create a critical revision. The critical revision must be created and submitted for authorization to the AE within seven calendar days of notification of the change. The AE shall review to approve or disapprove the plan and authorize the services that meet assessed needs.

If the AE identifies an SCO has performance issues, the AE shall inform the SCO of the issues. The AE shall notify the appropriate regional ODP office if the SCO's performance issues are systemic.

4.5 Incident Management (IM)

1. The AE shall perform IM functions consistent with Written Policies and Procedures.
2. The AE shall analyze incidents to determine needed intervention and actions, including interventions and actions that ensure ID/A Waiver Participants' immediate health and safety.
3. The AE shall complete the IM management review process for each incident reported that requires Approval or Disapproval.
4. The AE shall review the implementation of CAPs and DCAPs.
5. The AE shall have a protocol detailing the IM review process including any available assessment/reports. The protocol shall include an analysis of incidents to identify at risk ID/A Waiver Participants. The protocol shall also include involvement of SCs in the identification of at-risk ID/A Waiver Participants.

5. Health Care Quality Units (HCQU)

5.1 Collaboration with the HCQU

The AE must request support from the HCQUs for activities related to unresolved health and welfare concerns. The HCQU activities include providing education, technical assistance, and capacity building. In collaboration with the AE, the HCQU will provide assistance, guidance and support to providers and SCOs for health-related issues. The AE shall invite the HCQU to participate in its quality management meetings.

The following AEs are the lead AEs for HCQU activities. Lead AEs must provide funding for a local HCQU and must maintain funding relationships and evaluate the performance of the HCQU.

1. Philadelphia
2. Lackawanna/Susquehanna
3. Carbon/Monroe/Pike
4. Cumberland/Perry
5. Northumberland
6. Butler
7. Clearfield/Jefferson
8. Westmoreland

The Lead AEs must contract with the HCQUs. Contracts with the HCQU must incorporate the requirements outlined in the HCQU Bulletin and the Template for Health Care Quality Unit Scope of Work and Payment Structure provided by ODP, and as updated by ODP. The AE must comply with the reporting requirements outlined in the current HCQU Bulletin.

The Lead AEs shall have a process involving the AEs who are part of the geographic area of the HCQU in evaluating the performance of the HCQU. All AEs within the geographic area of the HCQU, in coordination with ODP, are expected to collaborate with HCQUs as appropriate to develop and implement ODP priorities, such as Quality Management activities, behavioral health, and other areas.

The Department will advance the state funding to the Lead AEs for the HCQU and the Lead AEs will need to claim federal funds quarterly using the Medicaid administrative claiming system for county programs.

Payments to Lead AEs will be reconciled to the lesser of the actual costs or the amount of state and federal funds allocated to the AE at the end of the FY, in accordance with 55 Pa. Code Chapter 4300. The Lead AEs for the HCQUs shall follow the written policies and procedures for payment to the HCQU.

5.2 Health Risk Screening Tool (HRST)

Assigned AEs shall ensure Providers have a plan to track and use of data from the Health Risk Screening Tool (HRST) to improve health outcomes. The AE and Provider will use the Health Risk Screening Tool (HRST) to identify individuals who have a high risk of health destabilization. AEs will ensure current health risk screenings (HRS) are in place for all individuals including applicable assessments as indicated by HRST protocol by:

1. Delivering technical assistance for Providers to understand and utilize the HRST data.
2. Integrating IM findings in HRST or determination that HRST needs to be updated.
3. Providing an analysis of the data using the available reports, including IM, and should work along with the HCQU to develop reports.
4. Ensuring Provider is utilizing the individuals' collective HRST data to create and conduct wellness programs/activities.

6. Eligibility, Level of Care and Enrollment

The AE shall complete a LOC evaluation for any individual likely to be eligible for TSM, an ID/A Waiver, or the AAW. The AE shall complete its eligibility determination within fourteen (14) calendar days of receipt of the complete eligibility documentation required by Written Policies and Procedures. If the eligibility determination takes longer than fourteen (14) calendar days, the AE shall document in the individual's LOC record the reasons for the delay. The AE must notify the individual of the eligibility determination within 30 days of determination.

6.1 Level of Care

The AE shall complete the required documentation for the LOC evaluation and re-evaluation of LOC specified in the TSM bulletin and the ID/A Waivers, and LOC initial evaluation in the AAW. The AE shall make a determination regarding whether the Prospective Waiver Participant meets LOC criteria.

The AE shall have the ability to score the required standardized assessment of adaptive functioning. The AE shall apply the process and instruments described in the Written Policies and Procedures and Departmental Decisions relating to determining individual eligibility for ID/A Waiver services, TSM and AAW.

The AE shall develop a protocol for individuals who are not eligible for TSM, ID/A Waivers and the AAW. The protocol must include identifying alternate available

resources.

6.2 Level of Care Records

The AE shall maintain a complete record of all LOC evaluations and re-evaluations, including all supporting documentation necessary to evaluate LOC, for five (5) years after the LOC evaluation or re-evaluation, including records for individuals who are not ID/A Waiver Participants or AAW participants. The AE shall develop and implement a written protocol relating to safeguarding records of LOC evaluations that includes restrictions on disclosure of information that is consistent with 42 CFR Part 431, Subpart F and 55 Pa. Code Chapter 105. The protocol should include a policy on controlling access to e-records, training, and maintaining passwords and should address full and free access to records of LOC evaluations and re-evaluation by the following:

1. The Department.
2. The Commonwealth of Pennsylvania Attorney General.
3. The Commonwealth of Pennsylvania Auditor General.
4. The United States Comptroller General.
5. The United States Department of Health and Human Services.
6. The authorized representatives of any of the agencies listed in this Section.

6.3 Participant Enrollment in the ID/A Waivers

The AE must receive and review all applications for enrollment in an ID/A Waiver, ensure initial and annual completion of a PUNS, and refer Prospective Waiver Participants for an eligibility decision. The AE must provide assistance to the Prospective Waiver Participant in completing the application and gathering all necessary information for ID/A Waiver enrollment.

6.4 Support Needs List Management – PUNS

The AE must ensure appropriate AE staff are trained in ODP's PUNS policy and process as described in ODP's Written Policies and Procedures. The AE must identify the person(s) responsible for PUNS-related activities and ongoing local training of AE staff, SCOs, and intake/registration workers.

The AE shall develop and implement a written protocol consistent with Written Policies and Procedures and the ID/A Waivers that includes how the AE will conduct oversight to ensure that Prospective Waiver Participants and ID/A Waiver Participants are placed in the appropriate category of need. The protocol shall include how the AE will engage with SCOs to gather information needed to complete an individual's PUNS.

Except as provided through the designation in Reserved Capacity status, the AE shall ensure that all Prospective Waiver Participants most in need with an emergency category within the AE Jurisdiction are enrolled in one of the ID/A Waivers prior to investigating the enrollment of a Prospective Waiver Participant with a waiting list category. AEs shall expedite intake and enrollment of prospective waiver participants who are receiving funded services through Adult Protective Services.

If the AE cannot identify an individual who is in the emergency category within the AE Jurisdiction, the AE shall notify the Regional Waiver Capacity Manager.

The AE may not admit a Prospective Waiver Participant into an ID/A Waiver based on financial contributions or other types of enrollment fees paid by the Prospective Waiver Participant, a representative of the Prospective Waiver Participant, or on behalf of the Prospective Waiver Participant to the AE, Provider or any other entity.

6.4.1 Planning for Age-Outs and Children with Medically Complex Conditions

The AE shall actively participate in planning for children who:

1. Have Medically Complex Conditions and are ready to be discharged from a pediatric facility or hospital
2. Are aging out of EPSDT
3. Are aging out of MH/BHMCO

AE participation includes participating in related meetings, drafting related correspondence, resource management, locating Providers, case management, and directing the individual's ISP team.

6.5 Service Delivery Preference

The AE shall monitor compliance with the service delivery preference process established by ODP in Written Policies and Procedures and Departmental Decisions relating to service delivery preference.

6.6 Statewide Needs Assessment

The AE shall complete its required functions related to the request and completion of the Statewide Needs Assessment (Supports Intensity Scale) in accordance with Written Policies and Procedures and Departmental Decisions relating to the Statewide Needs Assessment.

When a Prospective Waiver Participant is identified to be enrolled in an ID/A Waiver, the AE shall confirm that the Prospective Waiver Participant has a valid Statewide Needs Assessment or initiate a request to have the Statewide Needs

Assessment conducted in accordance with Written Policies and Procedures and Departmental instructions. A Statewide Needs Assessment shall be completed prior to the receipt of ID/A Waiver services. If a Statewide Needs Assessment cannot be completed prior to enrollment in an ID/A Waiver because an ID/A Waiver Participant requires the immediate initiation of ID/A Waiver services to ensure his or her health and safety, the AE shall notify the regional ODP office to request approval for the Statewide Needs Assessment to be completed within thirty (30) calendar days after the start date of the enrollment in an ID/A Waiver.

The AE shall review all exceptions and urgent requests for Statewide Needs Assessment to be completed in accordance with Written Policies and Procedures.

6.7 Statewide Needs Assessment Contractor

The AE shall notify the appropriate ODP regional office of any concerns regarding the performance of the Statewide Needs Assessment contractor. Such concerns may include, but are not limited to, timeliness of assessments, conduct of assessors, and scheduling. The AE shall submit concerns in writing to the appropriate ODP regional program manager.

6.8 Support for Prospective Waiver Participants

The AE shall provide information on Everyday Lives and Supporting Families Throughout the Lifespan principles, guidance on other community resources, and services available to all Prospective Waiver Participants. The AE shall follow all Written Policies and Procedures related to intake of a Prospective Waiver Participant. The AE must gather the below during intake for ODP TSM or waiver services:

1. Psychological Evaluation
2. Standardized Assessment of Adaptive Functioning
3. Birth Certificate or Proof of Citizenship
4. Social Security Card
5. Copy of Medicaid card or verification of coverage through the Departments eligibility system such as EVS or eCIS

The AE shall ensure outreach to the Prospective Waiver Participant to begin intake occurs within 10 business days of referral. The AE shall expedite the intake of any person being considered for waiver enrollment due to an Active APS report of need. The AE must validate the Prospective Waiver Participant is not enrolled in another HCBS program.

6.9 Money Follows the Person (MFP)

The AE shall ensure that MFP eligible ID/A Waiver Participants are enrolled in the MFP program upon enrollment in an ID/A Waiver. This includes completing the eligibility and coding sections of form DP 1768 or its successor, notifying the appropriate County Assistance Office (CAO) using the appropriate coding, and performing any additional actions as directed by ODP per Written Policies and Procedures.

6.10 Financial Eligibility for ID/A Waivers and TSM

The Department's CAO retains primary responsibility for the determination of initial and continuing financial eligibility for ID/A Waiver services and TSM, the AE shall provide all necessary assistance and cooperation to the CAO in accordance with Written Policies and Procedures and Departmental Decisions. The AE shall use data provided by ODP related to MA redeterminations to conduct outreach to individuals/families, support teams and/or providers to ensure all individuals receiving TSM and ID/A Waiver Participants maintain their financial eligibility and continued MA enrollment.

6.11 Pre-Admission Screening and Resident Review

The AE is responsible for recommending specialized services and completing the concurrence for individuals who are Nursing Facility Clinically Eligible (NFCE) and have an intellectual disability per ODP Written Policies and Procedures. The AE is responsible for providing or arranging for specialized services for individuals with Intellectual Disability residing in skilled nursing facilities (SNF) and to coordinate with Community HealthChoices/Managed Care Organizations (CHC/MCO) for individuals residing in SNFs. The responsibility of the provision of the specialized services transitions from the AE to the CHC MCO once the individual is enrolled with the CHC MCO. When an ID/A Waiver Participant with an Intellectual Disability is admitted into a SNF, their Long-Term Services and Supports (LTSS) will be provided by their CHC MCO per ODP's Written Policies and Procedures.

6.12 Consolidated Waiver Enrollment

The AE shall ensure, as identified through the approval, authorization, and implementation of ID/A Waiver services outlined in Section 7 of this Agreement, that the Assessed Needs and the health and welfare of existing Consolidated Waiver Participants are fully addressed. Needs may be addressed through Consolidated Waiver services, community resources, community opportunities, and family and natural supports.

6.13 P/FDS Waiver and Community Living Waiver Enrollment

The AE shall ensure that the Prospective Waiver Participant's immediate health and welfare needs can be addressed within the P/FDS Cap or Community Living Waiver Cap prior to enrolling the Prospective Waiver Participant into the P/FDS Waiver or Community Living Waiver. Needs may be addressed through P/FDS or Community Living Waiver services, or through family and community resources and opportunities.

The AE shall only enroll a Prospective Waiver Participant into the P/FDS Waiver or Community Living Waiver if the following apply:

1. The Prospective Waiver Participant's immediate health and welfare needs identified through the planning process can be addressed within the P/FDS Cap or Community Living Waiver Cap.
2. An unaddressed need(s) is a need that is not an immediate health and welfare need.
3. A need(s) not addressed within the P/FDS Cap or Community Living Waiver Cap will be addressed using non-Waiver funded resources or supports.

When a P/FDS Waiver or Community Living Waiver participant experiences a change that results in an emergency need for services which will cause the participant to go over the P/FDS Cap or Community Living Waiver Cap, the AE shall:

1. Explore alternative, more cost-effective ways to provide services, including the use of community-based resources available to the general public.
2. Determine if failure to provide the additional service(s) presents an immediate health and welfare issue. If the participant's health and welfare will be at jeopardy without the additional service(s), the AE shall, in the following order:
 - a. Authorize non-Waiver funds, as available, to address the outstanding needs.
 - b. Evaluate whether the participant should be enrolled in the Consolidated Waiver.
 - c. If the AE does not have available Waiver capacity to enroll a participant into the Consolidated Waiver, it shall request an increase to its current Waiver Capacity Commitment as per Subsection 3.4.5 of this Agreement.

6.14 Transfer of ID/A Waiver Participants

Per the Department written policies and procedures, the waiver participant

assignment of an AE is based on the residential location of the waiver participant. The AE shall initiate a transfer due to a waiver participant's planned relocation to reside within another AE. The sending AE shall provide the intended receiving AE with a written notice of the intent of transfer 14 business days prior to the ID/A Waiver Participant's transfer to a new AE. If the established transfer date agreed upon by the individual's ISP team has passed and an agreement regarding transfer has not been reached, the following steps should occur:

1. The sending AE shall inform the ODP Regional WCM. The WCM will seek to resolve the delay at the local level and reach out to other WCMs if appropriate.
2. Should all efforts fail to resolve the situation, ODP will provide a final determination on the transfer and the AEs are expected to comply.

The sending AE will provide the receiving AE with all the ID/A Waiver Participant's records in their possession. At a minimum, the sending AE shall provide the following documents:

1. Current ISP
2. Psychological evaluation(s)
3. Standardized Assessment of Adaptive Functioning
4. Most recent medical evaluation (MA 51, utilization review)
5. Documentation of current eligibility and LOC
6. DP 250 and DP 251
7. Service preference, current DP457 or previous choice forms (e.g. Beneficiary of Choice, Informed Consent, etc.)
8. Copy of birth certificate
9. Copy of social security card or other documentation of citizenship status
10. Copy of MA card or EVS Report, eCIS
11. Most current PA 600/PA 600A

If there are extenuating circumstances as to why a document is not available, the sending AE shall document the reason and notify the appropriate ODP regional office.

The sending AE shall also provide the following documents, if applicable:

1. All financial documents, including trusts and bank statements
2. Burial account information
3. OVR referral and response letters
4. Guardianship documents
5. Picture identification
6. Custody documents

The sending AE should ensure the ID/A Waiver Participant's placement is stable before requesting a transfer. The receiving AE shall accept the transfer of the ID/A Waiver Participant within sixty (60) calendar days of the date of the notification of the request for transfer from the sending AE. If there are concerns about the records received or the stability of the placement, the receiving AE shall discuss the concerns with the sending AE and attempt to resolve the concerns. The determination and timeframe established for transfer by ODP must be implemented. The sending AE maintains the responsibility for all requirements in this Agreement until the transfer is complete. This includes that the AE must offer the ID/A Waiver Participant a choice of an SCO using the SCO directory provided by ODP. Upon the transfer of the ID/A Waiver Participant, the receiving AE's Waiver Capacity Commitment will be increased by one and the sending AE's Waiver Capacity Commitment will be reduced by one. The actual cost for serving the waiver participant will be adjusted appropriately to deduct from the sending AE and increased for the receiving AE.

6.15 Offering Free Choice of Willing and Qualified Providers

For services not included in Performance-Based Contracting, the AE shall validate that ID/A Waiver Participants are offered free choice of a Willing and Qualified Provider for each service or support the AE approves and authorizes in an ISP. For residential services and supports coordination services, AEs shall follow referral parameters outlined in the 1915(b)(4)..

6.16 Financial Management Services (FMS) and Participant Directed Services

The AE shall make information on FMS and Participant Directed Services available to ID/A Waiver Participants at enrollment in an ID/A Waiver. The AE shall ensure adherence to the requirements outlined in Written Policies and Procedures and Departmental Decisions relating to FMS and self-direction. When aware or notified of concerns regarding the performance of a Common-Law Employer or Managing Employer, the AE shall follow the procedures specified in the ID/A Waivers or as otherwise directed by ODP.

The Administrative Entity (AE) shall ensure the availability of one qualified Agency with Choice (AWC) Financial Management Services (FMS) provider within its designated jurisdiction. The AE is not required to conduct a formal procurement or competitive bidding process to fulfill this requirement. The AE must identify, qualify, and maintain one AWC provider that meets all applicable ODP requirements for participation in the Participant-Directed Services model. The AE shall collaborate with ODP to ensure that the selected AWC provider maintains adequate capacity, complies with all applicable regulations, and supports participant access and choice. The AE must notify ODP immediately if an AWC provider discontinues

services, fails to meet qualifications, or is otherwise unavailable, and must take timely action to identify an alternative provider to avoid disruption of participant services.

6.17 Service Initiation Upon Enrollment in an ID/A Waiver

The AE shall develop and implement a written protocol to monitor that ID/A Waiver services are initiated within forty-five (45) calendar days after the effective date of the ID/A Waiver Participant's enrollment in an ID/A Waiver. Upon identification of delays in service initiation, the AE shall submit a written request for an extension to the appropriate regional ODP office. The written request must include the reason for the delay and the AE's efforts to resolve the issues, including evidence of offering the choice of other Willing and Qualified Providers. The extension request must include documentation of the AE's efforts to resolve service delays, including the barriers to service initiation.

7. Review, Approval and Authorization of ISPs

The AE shall initially review, approve and authorize the ISP prior to each ID/A Waiver Participant's receipt of service(s) through an ID/A Waiver and other ISPs that require the AE to manually approve and authorize services. Subsequent ISPs may be subject to Auto Approval and Authorization and do not require the AE to manually approve and authorize.

The AE shall establish a protocol for completing a quality review of a random sample of ISPs that meet Auto Approval and Authorization criteria as specified in Written Policies and Procedures.

The AE's review, approval and authorization of ISPs shall be completed within the Department's approved timelines as specified in Written Policies and Procedures.

When an AE is unable to resolve an objection regarding the content of the ISP by the team, the Department will resolve any disagreement relating to content of the ISP.

AE shall have a written protocol to ensure that the review, approval, and authorization of services in ISPs are conducted in accordance with the approved ID/A Waivers, Written Policies and Procedures, Departmental Decisions, and this Agreement. Prior to authorizing a service in an ISP, the AE shall ensure that:

1. The ISP is reviewed for quality.
2. The ISP is reviewed to ensure services are meeting the individual's assessed needs and meeting the individual's goals and outcomes.
3. Services paid for through the ID/A Waivers are identified to support outcomes based on Assessed Needs, which are required by the ID/A Waiver Participant.

4. The ISP reflects the full range of an ID/A Waiver Participant's needs and includes all Medicaid and non-Medicaid services, including informal, family and natural supports and supports paid by other service systems to address those needs.
5. The ISP includes the type of services to be provided; the amount, duration, and frequency of each ID/A Waiver-eligible service; and the Provider to furnish each service.
6. Services are consistent with the approved ID/A Waivers, including the ID/A Waiver service definitions and applicable service limits on an annualized basis.
7. The ISP details risk mitigation strategies, including any Risk Factors identified in the HRST.
8. Any required variance or ODP approval of an exception to service limits was obtained through the established variance or exceptions process.
9. Services cannot be authorized on an ISP until there is documentation that a variance has been approved
10. The ISP describes the need for any requested enhanced services or enhanced service levels.
11. All Assessed Needs, as identified through the Statewide Needs Assessment instrument, other assessments as appropriate and the planning process, are included in the ISP.
12. The outcomes listed in the ISP relate to an identified need.
13. The outcomes listed in the ISP relate to an identified preference.
14. Services are identified to support outcomes.
15. The ISP is documented on the Department-approved format in HCSIS or its replacement.
16. The identified Providers are Willing and Qualified Providers.
17. Monthly utilization review and biannual unit adjustments are completed based on utilization.

The AE shall develop a protocol consistent with the Written Policies and Procedures to conduct quality assurance oversight of ISPs that have been Auto Approved and Authorized.

The AE shall authorize supported employment and education support services in accordance with federal and state requirements, Written Policies and Procedures, and Departmental Decisions.

The AE may only authorize therapy services and nursing services through an ID/A Waiver if there is documentation that the service is medically necessary. The AE must confirm there is documentation of a nursing plan of care when authorizing nursing services. Therapy services and nursing services must be provided under the State Plan (which includes EPSDT), Medicare, or private insurance plans until the private insurance plan's limitation has been reached before being authorized under an ID/A Waiver.

7.1 Additional Prerequisites for Service Authorization

The AE shall ensure that the authorization of services provided through an ID/A Waiver is not effective until the ID/A Waiver Participant's effective start date and after all of the following are met:

1. The Department's CAO has provided notice of the ID/A Waiver Participant's eligibility for services. The AE also may access the eligibility information using PROMISE™, as long as the eligibility confirmation is printed and maintained in the ID/A Waiver Participant's record maintained by the AE.
2. The ID/A Waiver Participant has exercised freedom of choice of Willing and Qualified Providers in accordance with federal and state law and Written Policies and Procedures.
3. The ISP is written in accordance with requirements in the ID/A Waiver in which the ID/A Waiver Participant is enrolled.
4. The AE has authorized services funded through an ID/A Waiver as necessary to address documented and current Assessed Needs.
5. Providers, including Providers of vendor services and Vendors contracted through an OHCDs, are appropriately qualified to render ID/A Waiver services as required by Subsection 8.2 of this Agreement and in accordance with Written Policies and Procedures and Departmental Decisions relating to qualification and disqualification of Providers.
6. The standardized Statewide Needs Assessment has been completed or, when the ID/A Waiver Participant's health and welfare requires, approval has been obtained from the Department to proceed with enrollment.

A Provider of Vendor services includes a Provider who is acting in accordance with OHCDs requirements. For services provided through a Vendor, the AE shall verify and document that the Vendor rate entered by the SC on the ISP does not exceed the rate charged to the general public plus any allowable administration fee, prior to authorizing the Vendor service in the ISP. The AE shall verify that the administrative charge is an allowable administrative charge and does not exceed the ODP established rate as per Written Policies and Procedures related to the provision of Vendor services. The AE shall verify that services, including Vendor services, are added and authorized in an ISP in accordance with directions issued by the Department.

7.2 Supporting Communication

The AE shall have a policy that ensures that every eligible ID/A Waiver Participant has access to effective communication. This policy shall include, at minimum, the

following:

1. Training protocols to equip staff with the skills necessary to be effective communication partners.
2. Strategies to ensure all communication will be culturally and linguistically appropriate.
3. A plan for budgeting and providing necessary accommodations, such as interpreters.
4. Guidelines to ensure that ISPs include how the individual communicates (both expressively and receptively) and what is needed for effective and meaningful communication.

This policy should be reviewed and updated regularly to ensure effectiveness, continuity, and sustainability. It must be made available to ODP upon request.

7.3 Employment

The AE shall develop and maintain an employment protocol that complies with the Employment First Act, 62 P.S. §§ 3401-3409. The AE shall ensure that competitive integrated employment is the first consideration and preferred outcome offered for all ID/A Waiver Participants receiving ID/A Waiver services. Competitive integrated employment is work performed on a full or part-time basis (including self-employment) for which the following conditions apply:

1. The employee is compensated at not less than required by federal, state, or local minimum wage requirements or law (whichever is highest) and not less than the customary rate paid by the employer for the same or similar work performed by people without a disability;
2. The work is performed at a location where the employee interacts with people besides his or her supervisor or support staff who do not have a disability; and
3. The employee has, as appropriate, opportunities to advance that are similar to the opportunities presented to other employees in similar positions without a disability.

The AE shall assign a staff point person as the local employment subject matter expert to work collaboratively with all individuals, family members, local stakeholders, local businesses and the ODP regional office to promote competitive integrated employment and to increase competitive integrated employment outcomes.

If none exists within the AE's jurisdiction, the AE shall engage community stakeholders to create an employment coalition. The AE shall work with community stakeholders to enhance the employment coalitions in order to educate professionals in the ODP service system about what other service systems offer to

support employment, share information and resources, develop interagency relationships, explain policy, engage the business community, and collect and share data.

7.4 Residential Services

The AE shall only approve and authorize a service to be provided in a licensed or unlicensed residential habilitation service setting that is agency-owned, leased, rented or operated, if the residential service setting is located in a noncontiguous and non-campus setting and complies with other standards as detailed in the applicable ID/A Waiver, applicable regulations, and Written Policies and Procedures.

The AE must ensure that all residential service options have been offered and considered before authorizing Residential Habilitation.

The AE will only authorize Residential Services as indicated in applicable Written Policies and Procedures.

The AE shall review and when requested conduct a site visit to verify a non-contiguous site clearance of new residential service settings to ensure the proposed location meets the applicable ID/A Waiver's standards and Written Policies and Procedures for program capacity and provide ODP with the findings and a recommendation. The AE shall provide a recommendation to the ODP regional office regarding requests to change the APC of residential locations.

The AE shall conduct onsite reviews of unlicensed residential settings per written policies and procedures.

7.5 Implementation of ISPs

The AE shall ensure that the ID/A Waiver Participant's ISP is reviewed and approved, that ID/A Waiver-funded services are authorized prior to implementation, and that those ID/A Waiver-funded services are furnished in accordance with the approved and authorized ISP, Written Policies and Procedures, Departmental Decisions, and the terms and conditions of this Agreement. The AE shall implement immediate corrective action if an ID/A Waiver Participant's health and welfare is at risk. The AE shall ensure the ISP is implemented as written and corrective action is taken when a Provider is unavailable or unable to deliver authorized services. If the AE is unable to resolve delays in implementing an ISP by the service start date, the AE shall immediately notify the appropriate regional ODP office.

7.5.1 Service Requests

In accordance with Written Policies and Procedures, when the ISP team does not agree on the services to include in an ISP and a service request is

submitted by the SCO, the AE shall use information from the ID/A Waiver Participant's record, including the ID/A Waiver Participant's assessment or reassessment evaluations, to determine whether the identified service(s) is necessary to address a current Assessed Need(s). If the AE determines the service(s) is not needed or if the ID/A Waiver Participant is not eligible for the service, the AE shall provide written denial of the service(s) to the ID/A Waiver Participant, along with notice of the ID/A Waiver Participant's fair hearing rights within thirty (30) calendar days of the receipt of the service request. If the AE determines the service(s) is necessary, the AE shall, consistent with the ID/A Waivers and this Agreement:

1. Notify the SCO of the approval of the service request and instruct the SCO to update the ISP as necessary and submit the ISP to the AE for approval and authorization.
2. Approve and authorize the updated ISP within thirty (30) calendar days of receipt of the service request. This function must be conducted by the AE.
3. Notify the involved Provider(s) and ensure that the service(s) is implemented as written and by the service start date in the ISP.

If there are delays in implementing service(s), the AE shall immediately notify the appropriate regional ODP office. The AE shall implement immediate corrective action if the ID/A Waiver Participant's health and welfare is at risk.

7.6 Fair Hearing and Appeal

The AE shall ensure that fair hearing and appeal activities are conducted in compliance with this Agreement, Written Policies and Procedures, and Departmental Decisions. The AE shall cooperate with the Department, as requested, regarding the Department's option to complete a service review of formal fair hearing requests to ensure compliance.

The AE shall notify the appropriate regional ODP office if it is unable to resolve issues that cause the implementation of Departmental Decisions to be delayed. The Department will review AE requests for extensions in implementing Departmental Decisions.

7.6.1 Notice of Fair Hearing Rights to Prospective Waiver Participants and ID/A Waiver Participants

The AE shall have a written protocol to validate that Prospective Waiver Participants and ID/A waiver participants are provided with fair hearing rights and appeal information in accordance with Written Policies and Procedures and Departmental Decisions relating to due process, fair hearing rights and appeals. The protocol should reflect the record

retention policy as described in Sections 3.3 and 6.2 of this Agreement.

The AE shall develop and implement a written protocol to validate that Prospective Waiver Participants receive the assistance needed to complete and file an appeal in accordance with Written Policies and Procedures and Departmental Decisions relating to appeals.

When the AE makes a determination to deny, suspend, terminate or reduce an ID/A Waiver service or request for an ID/A Waiver service, the AE shall provide the required written notice to the ID/A Waiver Participant and/or the ID/A Waiver Participant's Surrogate.

The AE shall participate in fair hearings and appeals that involve Prospective Waiver Participants, ID/A Waiver Participants, or the denial, suspension, termination, or reduction of services.

7.6.2 Continuation of Waiver Services

In the event a fair hearing request is filed within ten (10) calendar days of the mailing date of the written notification from the AE, the AE shall ensure that current approved- and authorized services remain in the ISP and the authorization of services provides for continuation of the ID/A Waiver services pending a final administrative action on such a request in accordance with Written Policies and Procedures and Departmental Decisions relating to due process, fair hearing, and appeals.

8. Providers

8.1 Provider Recruitment and Enrollment

The AE shall support the development of a network of ID/A Waiver Providers, excluding SCOs, through recruitment and other capacity building efforts to enhance the ability of Providers to serve ID/A Waiver Participants. The AE shall initiate recruitment of Providers when there is less than two (2) Providers of a service to choose from *or* when there is a lack of available Providers to meet the acuity needs of an ID/A Waiver Participant. AEs are encouraged to collaborate with other AEs in network development efforts.

The AE shall provide ongoing technical assistance to Providers utilizing Written Policies and Procedures on enrollment, qualification, and HCSIS or its replacement and PROMISE™ processes, Everyday Lives and LifeCourse tools. This technical assistance includes, but is not limited to:

1. The ongoing engagement of the Willing and Qualified Provider network through outreach, meetings, and technical assistance.
2. The provision of information regarding the Provider application, enrollment, and qualification processes. The information must be approved by ODP.
3. The provision of intensive technical assistance or referral to the appropriate entity for enrollment support.
4. Communication with the appropriate ODP regional office regarding issues related to Provider recruitment and enrollment processes.
5. The AE shall ensure the Provider network has sufficient capacity to offer respite
6. Oversight of transition planning in the event of Provider closure or notification that a Provider is no longer willing to provide supports to an ID/A Waiver Participant. This shall include actions to ensure that any affected ID/A Waiver Participant(s) is afforded choice of Provider.
7. The provision of information regarding ODP required Provider orientation and training.
8. Orientation or training of Providers using the Department's developed curriculum, when approved or requested by the Department.

8.1.1 Provider Recruitment and Enrollment-Residential Providers

AEs are required to ensure access to two (2) or more residential Providers operating at least one service location in the AE's Jurisdiction. AEs are required to monitor access to residential Providers on a monthly basis. AEs are required to maintain documentation of monthly monitoring.

AEs will qualify a current residential habilitation Provider if they seek to add Lifesharing or Supported Living services, this is allowable under PBC process and does not require an RFA.

AEs are required to ensure access to two (2) or more residential Providers operating at least one service location in the AE's Jurisdiction. AEs are required to monitor access to residential Providers monthly and maintain documentation of monthly monitoring.

When an AE determines there is not adequate residential capacity to address access needs, the AE should notify the respective ODP Regional Office and outreach to currently enrolled Residential Providers, seeking expansion of existing service locations.

AEs will qualify a current enrolled residential habilitation Provider seeking to add Lifesharing or Supported Living services.

As of January 1, 2025, the qualification of a new residential Provider requires

a Request for Applications (RFA) initiated by the Department. If initiated, ODP may engage an AE to participate in RFA process as designated by the Department in accordance with Written Policies and Procedures.

8.2 Qualification of Providers

This Section applies to all ID/A Waiver Providers, except SCOs. The AE shall complete the Provider qualification process as instructed by ODP and as outlined in Written Policies and Procedures, including assuring certification, licensure and other standards as required in the approved ID/A Waivers, Written Policies and Procedures and Departmental Decisions relating to qualification, requalification and disqualification of Providers.

If a Vendor is contracted through an OHCDS, the AE shall monitor that the Provider acting as the OHCDS and subcontracted Vendor are qualified in accordance with the ID/A Waivers, Written Policies and Procedures and Departmental Decisions.

The AE may not impose any additional requirements beyond those established by the Department relating to qualification and disqualification of Providers.

If an AE identifies that a Willing and Qualified Provider may meet the criteria for disqualification or restriction included in Written Policies and Procedures and Departmental Decisions relating to qualification, requalification and disqualification of Providers, the AE shall immediately notify the appropriate ODP regional office of its recommendation to disqualify or restrict the Provider.

When the AE determines that a provider that applied to be an ID/A Waiver Provider is not qualified or a current Provider does not meet requalification requirements, the AE shall notify the appropriate ODP regional office to advise and confer regarding the determination prior to issuing notice. The AE shall provide written notice to the applying provider applicant/ID/A Waiver Provider explaining the determination and including appeal rights. If the provider appeals the determination, the AE shall represent the Department in any related proceedings before the Bureau of Hearings and Appeals (BHA), including the submission of documentation and the appearance of knowledgeable staff as necessary, unless otherwise directed by ODP.

8.3 Ineligible Providers

The AE shall not authorize services to be provided by an Ineligible Provider. If the AE authorized services and a Provider becomes ineligible, or has committed fraud, the AE must end date the authorization and ensure continuity of service with a Willing and Qualified Provider.

In the event that Provider terminations or exclusions effect the provision of service(s) in an ISP, the AE shall immediately notify the appropriate SCO and in collaboration with the SCO, shall make revisions to the ISP accordingly.

9 Oversight of Waiver Requirements

The AE shall comply with QA&I oversight conducted by the Department. The AE shall conduct oversight of ID/A Waiver Providers and Vendors using ODP's QA&I process. This shall exclude SCOs.

9.1 QA&I Process Conducted by AEs

The AE shall conduct the QA&I process using the Department's standardized oversight tool and process to ensure ongoing adherence to the approved ID/A Waiver qualification and monitoring standards, provisions of applicable regulations, the terms and conditions of this Agreement, any amendments to this Agreement, Written Policies and Procedures, and Departmental Decisions.

When a Provider renders services in areas served by multiple AEs, the onsite monitoring is conducted by the assigned AE, and in accordance with the QA&I process, with partnering AEs conducting onsite monitoring for those ID/A Waiver Participants in the sample registered with them. The assigned AE is designated by ODP based on the AE who has the most ID/A Waiver Participants authorized for services from the Provider.

Assigned AEs shall conduct onsite monitoring of Providers designated by ODP as described in the approved ID/A Waivers. Partnering AEs will provide necessary information at the request of the assigned AE.

If issues are identified during the Provider monitoring, the AE shall request a CAP from the Provider within fifteen (15) calendar days of notification. If the CAP submitted by the Provider does not appropriately address the identified issues, the AE shall initiate remediation efforts and notify the appropriate regional ODP office. The AE shall notify the appropriate regional ODP office if initial remediation efforts are unsuccessful relating to the following:

1. Failure to meet ID/A Waiver qualification standards.
2. Failure to comply with the provisions in the Provider Agreement for Participation in Pennsylvania's Consolidated Waiver, Person/Family Directed Support Waiver, Adult Autism Waiver and Community Living Waiver.
3. If there is evidence that:
 - a. The Provider has furnished ID/A Waiver services at a frequency or amount not consistent with authorized ISPs.
 - b. The Provider has furnished ID/A Waiver services of a quality

- that does not meet professionally recognized standards of health care, as defined in 42 CFR § 1001.2.
- c. The Provider has failed to comply with Written Policies and Procedures.
 - d. The Provider has committed an action listed in 55 Pa. Code §§ 1101.75 and 1101.77 (relating to provider prohibited acts; and enforcement actions by the Department).
 - e. The Provider has failed to complete Provider qualification requirements within the required time frames.
 - f. The Provider has submitted false information for qualification.
 - g. The Provider has been convicted of illegal business activities.

The AE shall collaborate with the Department when there are outstanding issues on the CAP prior to the issuance of a DCAP. The DCAP must be implemented as directed by the established completion dates. If the Provider fails to do so, the AE shall notify ODP of any outstanding issues. The AE is responsible for drafting the DCAP, ensuring that its content accurately reflects the nature of the deficiencies and required actions, and for maintaining appropriate documentation to support and authenticate the basis for the DCAP.

The assigned AE shall ensure that the partnering AEs have access to Provider QA&I results and the CAP.

9.2 Provider Oversight and Remediation Unrelated to the QA&I Process

If a Provider does not comply with the terms of its Provider Agreement for Participation in Pennsylvania's Consolidated Waiver, Person/Family Directed Support Waiver, Adult Autism Waiver and Community Living Waiver, or if a Provider does not comply with the requirements at 55 Pa. Code Chapter 6100 (relating to Services for Individuals with an Intellectual Disability or Autism), the AE shall prepare and issue a Statement of Findings to the Provider. The AE shall require that the Provider produce and submit a CAP within no more than fifteen (15) calendar days of transmission of the Statement of Findings. The AE may at its discretion require CAPs to be submitted sooner than 15 days when warranted by the severity of the noncompliance(s).

The AE shall validate that CAPs are fully implemented by the date required by the CAP.

If a Provider submits an unacceptable CAP, or if a Provider fails to implement a CAP, the AE shall collaborate with the Department as described in 9.1 above.

9.3 Providing and Tracking Technical Assistance

The AE shall provide technical assistance to Waiver Providers and SCOs upon request and as indicated based on the performance of the entity. The AE shall track provided technical assistance per written policies and procedures.

10. Implementation of Departmental Decisions

The AE shall implement Departmental Decisions. If the AE determines it is unable to resolve its questions or concerns related to Department Decisions through routine and standard communications, the AE shall direct its questions, concerns and issues related to Departmental Decisions in writing to the appropriate Department staff (DHS-ODP Regional Program Manager) with copies to the DHS-ODP Director of the Bureau of Community Services, the DHS-ODP Deputy Secretary and the DHS Secretary. A written response from the Department will be issued within fifteen (15) calendar days. At the direction of the Department, the AE shall continue to implement Departmental Decisions until the Department's response is provided to the AE.

If the findings or Departmental Decisions involve issues related to the performance of a Provider, including AWC FMS Providers, Providers of Vendor services, Providers acting as OHCDs Providers for the delivery of Vendor services, and SCOs, the AE shall notify the Provider of the findings or Departmental Decisions. The AE shall monitor the Provider to ensure the implementation of an ODP-approved CAP to address the findings or Departmental Decisions. If monitoring of the Provider reveals unsatisfactory performance, the AE shall notify the appropriate regional ODP office. ODP will assist the AE in addressing Provider performance issues as further provided in Sections 9.1 and 9.2 of this Agreement.

For all findings and/or Departmental Decisions requiring the provision of a service, such service shall be provided within thirty (30) calendar days of notification of the finding or Departmental Decision or as directed by the Department when related to a risk to an ID/A Waiver Participant's health and welfare. When implementing services related to fair hearing decisions, the AE shall provide services as per Written Policies and Procedures and Departmental Decisions relating to due process, fair hearing and appeals. The AE shall approve and authorize the service and monitor service implementation.

The AE shall notify the appropriate regional ODP office when:

1. There is a delay in the implementation of authorized services; or
2. There is a need for an extension of time to implement the Departmental Decisions and findings.

The AE shall work with the responsible Provider or Provider of Vendor services to

ensure the provision of the authorized service, document the interaction with the Provider, and notify the appropriate regional ODP office.

The AE may make a written request for an extension and ODP will review requests for extensions should an AE experience difficulty in implementing Departmental Decisions and findings. ODP will respond to the AE with its decision within five (5) calendar days of receipt of said request.

11 Quality Management (QM)

The AE shall have a written QM Plan that implements the Department's QM Strategy related to the methodology, accountability, responsibility, and ongoing review of QM activities.

11.1 QM Plan

The AE shall routinely review and analyze data and performance over time, as well as any direction or feedback provided by the Department regarding priorities and/or opportunities to improve the AE's internal QM processes and/or plans. The AE shall use routine data monitoring and data analysis to identify quality improvement (QI) initiatives consistent with Everyday Lives' recommendations, person-centered outcomes data, and ODP priorities in making decisions around QI initiatives. The AE shall also use routine data monitoring and analysis for measuring progress on chosen QI initiatives. The AE shall maintain documentation of the process used to select opportunities for improvement and shall provide evidence to the Department upon request for the implementation of its QM Plan.

The QM Plan shall contain:

1. Specific area(s) the AE has chosen to improve that align with person-centered outcomes and Everyday Lives principles and strategies.
2. Measurable target objectives the AE is aiming to reach, within an identified timeframe, that relate to the identified goal(s) and outcome(s).
3. An action plan that includes action steps to be taken to achieve target objectives, including provisions for collaboration and regularly scheduled meetings with system partners, participants and their families to improve local services and supports.
4. Performance measures for each target objective that will be used to establish baselines, set benchmarks, and evaluate whether improvement is occurring.
5. The data source for each performance measure.
6. The title of the person responsible for the QM Plan.
7. The title of the person(s) responsible for each action step on the action

plan.

11.2 Utilizing Data to Monitor and Enhance Quality

The Department will provide information to the AE to enhance the quality of the AE's administrative functions. Information will include, but not be limited to: alerts, Written Policies and Procedures, summaries of QM reports, data reports, policy and procedure clarifications and general information. As part of supporting its administrative functions outlined in this Agreement, the AE shall review the information provided and use/comply with it.

The AE shall have a policy for use of data and ongoing data monitoring and analysis practices that includes at a minimum:

1. Frequency of review and analysis
2. Use of demographic data
3. Use of data in DocuShare provided by the Department
4. Use of data in HCSIS and EIM, or their replacements
5. Monitoring data integrity
6. Data review to monitor for racial equity and equitable access to services
7. Performance measures using the Department's priorities
8. Use of dashboards made available by the Department
9. Use of data reports distributed by the Department

11.2.3 Risk Management

The AE shall actively engage in RM and QM activities using data and dashboards available to it. Using EIM data and dashboards, the AE shall conduct routine data monitoring (e.g., monthly) and periodic data analysis (e.g., quarterly and annually), by ID/A Waiver Participant, service location, and Provider to identify Risk Factors that require intervention to avoid a crisis or adverse outcome. The data analysis must include, but is not limited to:

1. Compliance with timeframes for reporting, investigation and finalization of incidents and evaluations of circumstances.
2. Frequency of the use of restraints.
3. Frequency of medication errors.

To complete the data analysis, the AE must document findings from the analysis in writing, including any actions that need to be taken. Incident Management Bulletin 00-21-02 or its successor should be consulted for additional information.

The AE shall provide assistance to mitigate all situations identified as potential risks to the health and welfare of ID/A Waiver Participants upon request from Providers or SCOs.

11.3 Functions of the AE's QM Point Person(s)

The person(s) filling the AE's QM personnel position shall ensure that the requirements in Section 11.1 and the Written Policies and Procedures are met. The AE's designated QM personnel shall be ODP QM certified, so that they are fully equipped for the role of managing quality and advancing quality improvement activities.

11.4 Independent Monitoring for Quality (IM4Q)

The AE shall enter into a contractual relationship with a local IM4Q program. The AE shall evaluate the performance of the IM4Q program. The AE's evaluation should include reviewing, monitoring satisfaction and implementation of IM4Q.

11.4.1. Protocol and Guidelines

The AE shall comply with the responsibilities outlined in the current IM4Q Protocol and Guidelines as set forth in the ODP IM4Q Manual, with the QA&I process as it relates to the IM4Q local programs' conducting of individual interviews, any other applicable ODP Written Policies and Procedures, and any ad-hoc direction from ODP as applicable. The AE shall establish and implement a protocol that details the AE's oversight of implementation of the IM4Q program and the AE's evaluation of the IM4Q local program's performance.

11.4.2. IM4Q Coordinator

The AE shall assign at least one (1) AE representative to serve as the coordinator or point person for activities related to IM4Q.

11.4.3. Closing the Loop

The AE shall have a written procedure for implementing the IM4Q "closing the loop" process per Written Policies and Procedures, including specific procedure for how to follow up on concerns.

11.4.4. Oversight

ODP will provide the AE with the lists of ID/A Waiver Participants eligible for in-person or virtual interview per Written Policies and Procedures:

The AE shall monitor the IM4Q program at least monthly per written policies and procedures to ensure that:

- IM4Q surveys are completed by the deadline established by ODP.

- QA&I surveys are completed by the deadline established by ODP.
- Survey data is entered into the information management systems specified by ODP.
- Survey data is entered into the specified information management system by the deadline established by ODP.

The AE shall implement corrective actions as needed to ensure timely survey completion and data entry. Corrective actions may be implemented at the AE's discretion or as requested by ODP.

11.4.5. Payment

The AE shall compensate the IM4Q program for the completion of IM4Q activities per Written Policies and Procedures.

The amount paid to each IM4Q program shall be equal to the total number of IM4Q and QA&I surveys to be completed in any FY times the current per-survey rates established by ODP. At the conclusion of the FY, the total payment will be reconciled to the claim limit, which is the lesser of the AE's IM4Q allocation from ODP or the total determined by multiplying the number of completed surveys by the appropriate per-survey rate.

At the end of the FY, the AE shall withhold or recover any funds paid for surveys that were not fully completed. "Fully completed" means that the survey was conducted and entered into the specified information management system by the deadline established by ODP.

The Department will advance the state funding to the AE for administration to ensure Local Programs remain staffed and functional throughout the contract period. Federal funds will need to be claimed quarterly using the Medicaid administrative claiming system for county programs.

12. Training and Technical Assistance

12.1 Participation in Training

In order to ensure consistent application of the ID/A Waivers' requirements, the AAW's requirements, Written Policies and Procedures, and Departmental Decisions, the AE shall attend and participate in training sessions that are required by the Department.

The AE shall keep a record of attendance of staff or delegated entities' participation in required AE trainings.

The Department retains the authority to designate a specific training session as

mandatory and designate specific AE functional lead(s) and staff that must attend.

12.2 Technical Assistance

The AE shall request support, training, and technical assistance as needed. Upon such request, the Department will provide support, training, and document provided technical assistance as determined necessary by the Department to ensure compliance with this Agreement, Written Policies and Procedures, and Departmental Decisions.

13. Operating Agreement Remedies and Termination

13.1 Agreement Remedies

The Department will utilize a variety of means to ensure compliance with Agreement requirements, Written Policies and Procedures, and Departmental Decisions. The Department will pursue remedial actions as needed to resolve any outstanding performance concerns and non-compliance with this Agreement, Written Policies and Procedures, and Departmental Decisions. The application of remedies shall be a matter of public record once an acceptable CAP has been developed by the AE.

AE non-compliance with the Agreement, Written Policies and Procedures, and Departmental Decisions will be addressed through the following remedies. While remedies will generally follow a progressive path, the Department reserves the right to deviate from this path for Substantial Failure as determined by the Department. The Department may utilize the following actions:

1. Notify the AE in writing of non-compliance with the Agreement, Written Policies and Procedures, or Departmental Decisions with copies to the County Mental Health/Intellectual Disabilities administrator and executives, administrator of the County/Joinder, County Commissioners/County Council/Executive Directors, and/or Boards of Directors of the AE and the County/Joinder MH/ID Board.
2. Require a CAP, including a detailed work plan outlining specific corrective activity, and specified status reports for continuance of the Agreement.
3. Require the AE to conduct at least one administrative review of the services provided using the monitoring procedures prescribed by ODP with the exception of the sample size and interviews with ID/A Waiver Participants. The review shall include an analysis of the data collected and the implementation of procedures that ensure compliance with the ID/A Waivers.
4. Revise the AE's Waiver Capacity Commitment or halt the AE's ID/A Waiver enrollment.

5. Provide a DCAP to the AE, including specific required training, participation, and/or technical assistance activities.
6. Validate corrective actions and intensify monitoring of the performance of the AE, which may include onsite performance monitoring and a requirement for regular written and/or oral status updates.
7. Adjust the State Medicaid Administration Allocation commensurate with non-delivered functions and failure to perform the terms and conditions of this Agreement, Written Policies and Procedures, and Departmental Decisions.
8. Termination of the Agreement.

In the event that the Department finds there has been Substantial Failure of the AE to adhere to the responsibilities and functions outlined in this Agreement, including applicable Written Policies and Procedures and Departmental Decisions, or Substantial Failure to perform or provide services to ID/A Waiver Participants in the ODP service system, the Department may provide notice of termination as referenced in Subsections 12.2 through 12.3.2 of this Agreement.

13.2 Agreement Termination

Either party may terminate this Agreement without cause with at least one hundred twenty (120) calendar days prior written notice given to the other party and the relevant County/Joinder and County Commissioners/County Council/Executive Directors. The parties may terminate this Agreement without cause with less than one hundred twenty (120) calendar days notice only if there is an agreement to do so in writing and signed by both parties.

The Department may terminate this Agreement for Substantial Failure with less than one hundred twenty (120) calendar days prior written notice.

13.2.1 Enforcement

Failure of either party to provide the prior written notice required by Subsection 12.2 shall permit the other party to seek specific performance in a court of competent jurisdiction for up to one hundred twenty (120) calendar days following any notice of failure to perform.

13.2.2 Transition Plan and Closeout Procedures for Agreement Termination

13.2.3 Transition Plan for Agreement Termination

In the event that this Agreement is terminated as per Subsections 12.2 through 12.3.2 of this Agreement, the Department and the current AE shall

cooperate to develop a plan for transitioning administrative activities related to ID/A Waiver Participants and TSM participants to the successor AE. The transition plan must be developed within thirty (30) calendar days of the written notice of termination and will span the remainder of the one hundred twenty (120) calendar days. The current AE shall cooperate with the Department to implement the transition plan. The Department shall have the sole authority to approve the adequacy of the transition plan, including providing for the financing of the transition plan. The current AE shall ensure continuity of care for all ID/A Waiver Participants being served under this Agreement until all ID/A Waiver Participants are being served within the AE Jurisdiction of the successor AE. The current AE will cooperate with the Department in developing a transition plan for the maintenance of ID/A Waiver Participant eligibility and the provision of services during the transition period, including the systematic transfer of each ID/A Waiver Participant and ID/A Waiver Participant's record from the responsibility of the current AE to the successor AE. The transition period may be extended at the Department's discretion. The current AE shall cooperate with the successor AE regarding the transfer of records and services.

13.2.4 Close Out Procedures for Agreement Termination

If this Agreement is terminated, the following shall take effect:

4. Within thirty (30) calendar days following the notification of termination of this Agreement, or as otherwise approved in writing by the Department, the AE shall provide to the Department all financial, performance and other reports required by this Agreement.
5. Within thirty (30) calendar days following the notification of termination of this Agreement, or as otherwise approved in writing by the Department, the current AE shall supply to the Department and/or the successor AE all material necessary for continued operation of payment and related systems, including:
 - a. Computer programs.
 - b. Data files.
 - c. User and operation manuals.
 - d. System and program documentation.
 - e. Training programs for ID/A Waiver functions for responsible staff, staff agents or designees, related to the operation and maintenance of the payment system.

If the AE possesses the proprietary rights to such materials, the AE shall permit the Department to purchase the materials or purchase the use of the materials through leasing or other means.

The portion of all funds accumulated by the AE that are comprised of ID/A Waiver administrative funds and related interest must be refunded to the Department within thirty (30) calendar days after the notification of termination of this Agreement, less amounts needed to cover an outstanding Claim or liability, unless otherwise directed in writing by the Department.

All financial, administrative and clinical records under the AE's responsibility must be retained by the current AE for a period of five (5) years from the termination of this Agreement. The current AE shall provide copies of all necessary records to the successor AE as part of a transition plan.

The records required to be retained and provided, as per Subsections 3.3 through 3.3.4 and Subsection 6.2 of this Agreement, shall be transferred to the entity assuming responsibility for the AE Jurisdiction, which must retain the records for a period of five (5) years from the termination of this Agreement. The current AE shall provide copies of all necessary records to the successor AE as part of the transition plan.

The transition plan must include financing arrangements with the successor AE, which may utilize remaining ID/A Waivers-related funds held by the current AE and owed to the Department.

Should additional statistical or management information be required by the Department after this Agreement has been terminated, the AE will be given at least forty-five (45) calendar days notice to provide the required information.

13.2.5 Enforcement

The obligations in Subsections 12.3.1 and 12.3.2 shall be enforceable through an action for specific performance in a court of competent jurisdiction.

On motion of Commissioner _____, seconded by Commissioner _____, it was agreed for the County of Lancaster, acting on behalf of the Purchasing Department and Office of Aging, to approve the following:

Amended Agreement With:

Thompson Social Services
Pine Grove, PA

Purpose:

To increase the rate for Power of Attorney services from \$197.00 per month to \$340.00 per month due to the cost of specialized software to track services and maintain electronic client records

Amount/Term:

For the period February 1, 2026 through June 30, 2027 with two one-year options to extend.
This is a \$143.00/month increase, 72.6%.

Funding:

State Aging Block Grant.



January 16, 2026

Director L. Thomas Martin
Lancaster County Office of Aging
150 North Queen Street, Suite 415
Lancaster, PA 17603

Dear Director Martin:

The Pennsylvania Department of Aging (PDA) has received your agency's request to waive the applicable directive for the following issue for state fiscal year (SFY) 2025-26, specifically the Aging Policy Directive (APD) #26-01-02, Contractor Rate Increases.

According to APD #26-01-02, Area Agencies on Aging (AAA) are authorized to provide contractor rate increases up to 4.5% of their existing rates. Lancaster County Office of Aging is requesting to increase POA/Rep Payee provider (Thompson Social Services) by 72.6% (from \$197/month to \$340/month effective January 1, 2026), necessitating an approved waiver. The AAA intends to issue an RFP for these services in the spring of 2026.

After careful review, this waiver is approved for SFY 2025-26. PDA appreciates your agency's efforts to meet the needs of older residents and your continued cooperation with administrative reporting requirements. If you need additional information, please contact the Administrative Waiver Resource Account at RA-AIADMINWAIVER@pa.gov.

Sincerely,

A handwritten signature in black ink that reads "Jonathan Hudson".

Jonathan Hudson
Director, Bureau of Finance

Cc: Jason Kavulich, Secretary
Jonathan Bowman, Deputy Secretary
Jennifer Beck, Division Director, Bureau of Finance