

Attachment G1 – Rider B

Office of Vocational Rehabilitation Grant Agreement Support Services Provider (SSP Project) - Terms and Conditions

I. GRANTEE

possesses legal authority to receive grant funding and execute a Grant Agreement (“Agreement”), and hereby assures and certifies that it will comply with the regulations, policies, guidelines, and requirements set forth herein as they relate to the Agreement. The purpose of this SPIL Statewide Coalition project, as described specifically in the Statement of purpose, is for the continuation and expansion of statewide Support Services Provider (SSP) services for 55 registered consumers and for at least an additional 20 Pennsylvanians who are Deaf-Blind, in accordance with the State Plan for Independent Living (SPIL), the State Board of Vocational Rehabilitation and Pennsylvania Independent Living Services Act, Act No. 1994-139, 62 P.S. § 3201 *et seq.*

- A.** The Office of Vocational Rehabilitation (“OVR”) shall monitor and evaluate the provision of services and the financial operations of the grant recipient according to the terms of this Agreement.
- B.** Any project or program information to be released by Grantee through the news media, websites, social media or for public information, must identify the Office of Vocational Rehabilitation (“OVR”) as a funding source, and a copy of the release must be forwarded to the Contractor and Grantee Services Division, OVR Central Office for prior approval.
- C.** OVR reserves the right to request and receive the registry of consumers and SSPs developed and maintained by grantee at any time. This registry may be used by OVR, SILC and/or other vendors of SSP services for continuity of services. Grantee is responsible for obtaining a signed form from each consumer and SSP acknowledging that this information will be shared with OVR and may be shared with other providers only as needed to prevent gaps in services.

II. STAFF REQUIRED FOR GRANT PROJECT

Grantee certifies that it shall be adequately staffed with personnel qualified to carry out the project, and that grant funds for staffing may be utilized only during the term of the Agreement.

Direct salary charges for project staff must be supported by time/activity reports (Staff Certification Forms) completed by each employee and verified by his/her supervisor.

Staff Certification Forms must be completed and submitted quarterly and must reflect the total time the employee spends in grant supported activities, as well as any changes in assignment. All grant-related activities and the number of hours spent accomplishing these activities must be described on the Staff Certification Form. Staff Certification Forms having original signatures must be located on site and be available at all times for review.

Salary charges made to this grant must be for services that are being provided for the execution of this grant. Grantee may not charge this grant for portions of any salary that the Grantee is receiving reimbursement for from non-OVR sources. Salaries for grant staff shall be based upon Grantee's established salary and wage scales for comparable positions ("classifications"). General raises may be extended to the grant staff; however, grant monies may be used to fund such raises only if such anticipated raises have been included in Grantee's budget. See Grantee requirement in the Announcement of Grant Availability regarding minimum wage amounts.

III. **BUILDING AND FACILITY**

Grant funds may not be used to finance building expansion or renovations.

IV. **EQUIPMENT**

Grantee shall ensure that it has all equipment needed to carry out the project while executing the grant program. If at the time of award Grantee needs additional equipment, Grantee will request the needed equipment. Grantee certifies that equipment requested for its use in administering this project is not already on hand and is required for the operation of the grant project.

All purchases including, but not limited to, equipment made by Grantee in excess of \$10,000 per line item shall be competitively bid. Grantee shall request written bids from at least three qualified and responsible vendors, which include a description of the item or service and price quote. The lowest responsive bid shall be accepted. A responsive bid is one that conforms in all material respects to the requirements and criteria in the invitation for bid. (Note: the \$10,000 cap is an annual limit per vendor.)

If a competitive bid is not possible, Grantee shall provide OVR with a written explanation of the circumstances that preclude a competitive bid and request sole source approval for the proposed purchase. Written OVR approval of the sole source justification must pre-date expenditure of grant funds.

V. **EQUIPMENT TITLE**

OVR shall hold first lien on all equipment, with a cost of \$5,000 or more per individual item, purchased under this grant for a period of five years from the date

of purchase. The value of OVR's lien, as registered with the Pennsylvania Department of State ("DOS"), will equal the portion of the equipment purchase price financed by OVR through this grant. Grantee will file OVR's lien with the DOS using the Financing Statement, Uniform Commercial Code UCC-1.

Ownership of such equipment will revert to OVR if the terms of the grant are violated, or if the project has terminated while OVR holds the aforementioned lien.

Equipment purchased with grant funds may not be offered as collateral in any transactions while OVR holds a lien against such equipment.

VI. EQUIPMENT REGISTRATION

Grantee shall file the Form UCC-1, Uniform Commercial Code Financing Statement with the DOS in order to register OVR's interest in grant-purchased equipment. Grantee ("Debtor" as identified in the UCC-1 filing) shall pay all filing fees required by the Commonwealth of Pennsylvania ("Commonwealth") and the Contractor shall furnish OVR with proof that OVR's security interest has been registered in an effective and timely manner. Filing fees may not be paid with grant funds.

Grantee will obtain copies of form UCC-1 Financing Statement from the DOS. The UCC-1 Financing Statement and instructions are available online at the [Pennsylvania Department of State's website](#), or through the DOS voice mail system by calling (717) 772-0677.

Information concerning filing fees is available online at the [Pennsylvania Department of State's website](#), or by telephone at (717) 787-1057.

VII. LANDLORD WAIVER

If grant-purchased equipment is placed in rented premises, a Landlord's Waiver must be executed by the landlord prior to the placement of the equipment on the premises. Grantee should request a blank Landlord's Waiver from OVR when necessary.

VIII. COMPLIANCE WITH APPLICABLE LAWS

Grantee shall comply with all applicable:

- A.** Laws and regulations relating to employee health, safety, and sanitation;
- B.** Laws with respect to fire protection, safety devices or guards on machinery, and accident hazards;
- C.** Federal, state, and local minimum wage and hour laws; and
- D.** Worker's Compensation statutes relating to work accidents and occupational diseases.

IX. EVALUATION COMPONENT

Grantee shall perform an analysis of the total grant that will identify the results and effectiveness of the project as measured by the Statement of Work, Deliverables, goals and objectives, and the benefits to the individuals served.

- A.** The Grantee will collect consumer data for the completion of the Federal Reporting Form as required by Administration for Community Living ("ACL").
- B.** Grantee will utilize the CIL Suite Software sharing component to submit to OVR and PA State Independent Living Council ("SILC") the data as specified in the deliverables as required by ACL via CIL Connector. Grantee will provide additional CIL Suite reports as requested.
- C.** Grantee shall conduct surveys of project participants' satisfaction with services rendered under the grant.

X. CONTROL OF EXPENDITURES

Grantee shall maintain adequate accounting records for this grant, separate and apart from records kept for its usual operation and other contracts/grants, to assure reconciliation of all project costs.

Grantee shall make its records available at its office upon request, with reasonable notice, during the term of this grant for inspection, audit, or reproduction by an authorized representative of the Secretary of Labor & Industry or the Auditor General. Invoices for all equipment and other expenditures must be retained and are subject to audit. If non-grant items are noted on the same invoice, items that are grant-related must be identified. If this grant is terminated, the records relating to this grant shall be retained and available for a period of three years from the date of any final settlement.

- A.** Monies received by Grantee for the CIL project must be immediately deposited into a separate interest-bearing checking or savings account, assigned to a dedicated cost center through which the movement of grant funds may be readily traced. Earned interest and program income may be used to support project operations with approval from OVR.
 - 1.** Checks used in grant-related transactions must be clearly imprinted with or otherwise show the indelible notation of OVR SSP project and refer to the checking or savings account, and an assigned dedicated cost center.
 - 2.** All transactions must have supporting documentation in the grant file and must be related to the grant purposes.
 - 3.** Funds may not be commingled. If funds are commingled, the total monies paid under this grant must be returned to OVR upon demand.

should be prepared in accordance with the appropriate audit guide, *Government Auditing Standards*, and *Subpart F*.

- b.** 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.
 - 3.** Submission of the Audit Report (Management Directive 325.9 (5)(c))
The Grantee must submit an electronic copy of the audit report package to the Federal Audit Clearinghouse, which shall include the elements outlined in *Subpart F*.
 - 4.** Submission of the Federal Audit Clearinghouse Confirmation (Management Directive 325.9 (5)(c))
The Grantee must send a copy of the confirmation from the Federal Audit Clearinghouse to the resource account RA-BOASingleAudit@pa.gov.
 - 5.** Audit Oversight Provisions (Management Directive 325.9 (5)(c))
 - a.** The Grantee is responsible for obtaining the necessary audit and securing the services of a certified public accountant or independent governmental auditor.
 - b.** 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 Grantee'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 Grantee.
 - c.** Audit Documentation and audit reports must be retained by the Grantee's auditor for a minimum of five years from the date of issuance of the audit report, unless the Grantee'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.
 - 6.** Project Closeout Procedures.
The submission of a Single Audit does not exempt the Grantee from complying with project closeout procedures as may be issued by the Grantor, including, but not limited to, the submission of a financial statement of the project after termination of project activities.
- C.** Grant monies shall be expended in accordance with this Agreement.
 - 1.** Grantee may pay wages and fringe benefits for staff funded through this grant from its General or Payroll Account, then reimburse its General or Payroll Account for such advance using grant funds. Reimbursement may be every pay period, but, at minimum, must be every calendar quarter. Grantee may reimburse gross payroll each payday, reimburse life insurance and health care insurance each month, and reimburse taxes the month succeeding the

calendar quarter. Supporting documentation, along with a rationale for the expense, must be kept for each check written from the grant account to the General or Payroll Account. Any such reimbursement must closely parallel the payment to be made from the General Account or Payroll Account.

- 2.** Grantees electing unemployment compensation coverage as reimbursable employers may not use grant money to build a contingency fund against possible future unemployment compensation claims. Grant payment for Unemployment Compensation claims filed against the Grantee electing this for of coverage is not permitted.
- 3.** Use of grant funds for expenditures other than those approved in the grant budget, or in a subsequent Budget Revision Request ("BRR"), is prohibited. Grant funds shall not be transferred to any other Grantee accounts. Exception to this provision is permitted only in the case of payroll, as noted previously, and for transfer of grant funds to cover expenditures incurred after the effective date of the grant, but prior to receipt of grant funds. Approval of a BRR by OVR Program Specialist and Analyst may also require an "Amendment to Contract Funding" that is fully executed by all parties if the program content is impacted or there is a change in planned program outcomes.
- 4.** In grants with more than one expenditure category (e.g., staffing and equipment), the monies allotted to each expenditure category may not be exceeded without an approved BRR. OVR recognizes that actual expenditures may exceed allowances; however, if an expenditure will exceed an estimated allowance by 25% in the Equipment or Other Category, the BRR must be approved by OVR Program Specialist prior to the expenditure. If salary for grant staff position, combined with fringe benefits for that position, will exceed the estimate by 10%, the BRR must be approved by OVR prior to the expenditure. If the total amount for a grant category is anticipated to be exceeded, Grantee is liable for the excess, unless the Program Specialist from the OVR Central Office Contractor and Grantee Services Division approves the expenditure in writing by way of a BRR prior to the expenditure.
- 5.** If, in the expenditure category for staff, the grant narrative includes part-time positions, and the actual time on project activities exceeds the percentage indicated on the application, then the percentage of time specified on the application will take precedence. As a general rule, the percentage of time associated with a staff position would be equally distributed throughout the grant year. For example, if a staff position is for 40% of the time on the grant project, the grant account should fund the position for two days a week for 52 weeks. Staffing covers the normal work day or work week for the position. Any variations should be specified in the grant narrative or will require a BRR with approval prior to implementation.
- 6.** Travel costs should be reported in the expenditure category 'Other.' OVR shall recognize travel costs associated with the grant. All such travel costs must be incurred in accordance with Commonwealth Travel Policy, to the extent possible.

D. Grant Agreement budgets may be revised.

1. Line items in the grant budget may be revised. Surplus, or undesignated grant funds resulting from an approved BRR may be used for other program-related items if written permission to do so is secured from the Program Specialist, OVR Central Office Contractor and Grantee Services Division.
2. OVR's written approval of the BRR, whenever applicable, must be retained by Grantee for six years from the termination date of this agreement. It is the responsibility of Grantee to obtain written approval from the OVR Central Office Contractor and Grantee Services Division Program Specialist and Analyst to make changes.
3. All items purchased with grant monies, but not specifically approved in the original grant or through a BRR, will be considered as audit exceptions. If audit exceptions are not approved by OVR, the Grantee must make appropriate refunds to OVR.

E. Items approved by the original Agreement or a subsequent BRR must be purchased and/or obligated prior to the expiration date of the grant.

1. Documentation that the funds were obligated prior to the expiration date will require Grantee to provide purchase orders or signed purchase contracts. OVR's approval of a BRR permits expenditure for those approved items, but does not constitute obligation of funds by Grantee for their purchase.
2. Staff salaries and fringe benefits may not be obligated for future payment.
3. If obligated funds are not supported by purchase orders or signed contracts, Grantee must make appropriate refunds to OVR.

XI. QUARTERLY NARRATIVE AND FINANCIAL STATEMENT REPORT

Grantee shall submit the Quarterly Report to the OVR Central Office Contractor and Grantee Services Division, within 15 days after the end of each calendar quarter of the grant. The Quarterly Report must be submitted to OVR via the Resource Account (OVRGRANTS@pa.gov) and the sharing mechanism in CIL Suite. A template of this report shall be sent to the Grantee after award of the grant. The Quarterly Report must include reporting on both the program and related costs.

Reporting format for Deliverables:

- A.** a summary of project activity to include the status of each Deliverable (see above) in the Statement of Work and any other funded goals and objectives;
- B.** data-driven summary of outcomes being tracked must include: starting point figures, status figures and goal figures for each of the following:
 1. the number of consumers who are Deaf-Blind receiving services per county;
 2. the number of unduplicated consumers being served by month by county;
 3. the number of hours consumers have used SSP services each month by county;
 4. the number of unfilled consumer requests for SSP services each month by county;

- 5.** a list of the types of activities and the number of the requests per activity for SSP services provided:
 - a.** household;
 - b.** medical;
 - c.** health and well-being;
 - d.** cultural;
 - e.** community;
 - f.** social events;
 - g.** dining out;
 - h.** food shopping;
 - i.** other shopping;
 - j.** banking;
 - k.** religious;
 - l.** work/educational;
- 6.** results of consumer satisfaction surveys;
- 7.** results of SSP satisfaction surveys;
- 8.** list of complaints received from consumers and resolutions to the complaints;
- 9.** list of complaints received from SSPs and resolutions to the complaints;
- 10.** details of completed SSP training sessions including;
 - a.** location;
 - b.** dates;
 - c.** trainer;
 - d.** agenda/schedule;
 - e.** curriculum;
 - f.** number of participants;
 - g.** participant feedback; and
 - h.** the number of trained SSPs available per PA county;
- 11.** details of upcoming SSP training sessions including:
 - a.** location;
 - b.** dates;
 - c.** trainer;
 - d.** agenda/schedule;
 - e.** curriculum; and
 - f.** number of participants;
- 12.** details of SSP refresher training sessions;
- 13.** details of consumer training sessions;
- 14.** dates of individual/group training including:
 - a.** number of participants;
 - b.** details of in-person outreach activities to potential consumers;
 - c.** location/date;
 - d.** number of outreach activities; and
 - e.** description of outreach activities;
- 15.** details of in-person outreach activities to potential SSPs including:
 - a.** location/date;
 - b.** number of outreach activities; and
 - c.** description of outreach activities;

16. details of in-person outreach activities to promote SSP program and increase awareness of Deaf-Blindness including;
 - a. location/date; and
 - b. number of outreach activities;
17. description of outreach activities including:
 - a. list of social media posts and engagement;
 - b. website updates;
 - c. enhancements made; and
 - d. changes made; and
18. at minimum, one consumer success story, indicating positive results because of SSP intervention.

C. challenges and/or barriers involved in meeting proposed outcomes;

D. strategies to address challenges and/or barriers; and

E. identification of technical assistance requirements.

The Deliverable section of the Quarterly Report should be narrative driven and include data to support the narrative when applicable. Grantee is also required to complete a Financial Statement quarterly. Grantee must summarize expenditures in all Budget Categories.

(NOTE: Failure to provide OVR Quarterly Reports in a timely manner, as specified in paragraph one of this section, will result in interruption of OVR grant payments.)

XII. FINAL NARRATIVE REPORT

A Final Report covering grant activities over the entire project period must be submitted within 30 days after the end of the project. It must be submitted to OVR via the Resource Account (OVRGRANTS@pa.gov) and the sharing mechanism in CIL Suite. At a minimum, the following information must be included in the narrative:

- A. a statement of the progress toward achieving the project's Deliverables, goals and objectives (see above);
- B. itemization of how grant funds were utilized, including:
 1. the grant staff hired, if applicable;
 2. equipment purchased by Grantee, listing equipment and purchase price; and
 3. other benefits resulting from the grant;
- C. description of the major problems and difficulties encountered in the project and their resolution; and
- D. status of plans for continuing project activities after expiration of grant support for the project.

XIII. **TERMINATION**

- A.** This Agreement may be terminated by the Commonwealth in whole, or in part, if for any reason the OVR Executive Director shall determine such termination is in the best interest of the Commonwealth. OVR shall provide 30 days' written notice of termination of the grant to the Grantee. The notice shall specify when Grantee is to stop work under the grant, and the date the termination of the grant is effective. The grant shall be adjusted to compensate for such termination and the grant modified accordingly.
- B.** If the Agreement is terminated by the Commonwealth, in addition to any other rights provided in this paragraph, the Commonwealth may require Grantee to deliver to the Commonwealth, in the manner and to the extent directed by the OVR Executive Director, such partially completed reports or other documentations as Grantee has specifically produced or specifically acquired in connection with this grant.
- C.** The rights and remedies of the Commonwealth provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this grant.

XIV. **TERM OF GRANT**

This Agreement shall become effective on October 1, 2019 and shall terminate on September 30, 2019, unless terminated earlier in accordance with the terms thereof. The Commonwealth reserves the right, upon notice to the Grantee, to extend the term of the Grant for up to three (3) months upon the same terms and conditions. The grant funds shall be used to defray program costs incurred from 10/01/2019-09/30/2020. The parties have the option to renew this Grant for one additional one-year period, with the same funding source, and three additional one-year periods with another funding source, subject to the availability of Funds and/or at the discretion of OVR and SILC.

XV. **GRANT COST**

- A.** This Grant is being funded for the initial time period mentioned above in the amount of: \$220,000.
- B.** For any subsequent renewal periods, Grantee must submit a budget, work plan, and other required documents prior to the renewal application due date. OVR shall notify Grantee in writing of the total cost authorized for each renewal period. The approved total cost for the first grant period is set forth in Section A, above. The total cost of each subsequent renewal period must be approved by:
 - 1.** execution by OVR and its Comptroller of the form shown as this Grant's FUNDING ADJUSTMENT FORM; and

2. written approval by OVR of Grantee's budget for each period. Copies of the afore-mentioned documents shall be incorporated in and made part of this Agreement. Grantee must utilize such funding in accordance with the approved budget for the period.

C. OVR may, in its sole discretion, reduce the total cost of the grant for any period should the funding stream become unavailable.

XVI. PA ELECTRONIC PAYMENT PROGRAM (PEPP)

A. The Commonwealth will make payments to Grantee through the Automated Clearing House (ACH) Network. Within 10 days of the grant award, Grantee must submit or must have already submitted its ACH and electronic addenda information, if desired, to the Commonwealth's Payable Service Center, Vendor Data Management Unit at 717-214-0140 (FAX) or by mail to the Office of the Comptroller Operations, Bureau of Payable Services, Payable Service Center, Vendor Data Management Unit, 555 Walnut Street, 9th Floor, Harrisburg, PA 17101.

B. Grantee must submit a unique invoice number with each invoice submitted. The unique invoice number will be listed on the Commonwealth of Pennsylvania's ACH remittance advice to enable Grantee to properly apply the state agency's payment to the respective invoice or program.

C. It is the responsibility of Grantee to ensure that the ACH information contained in the Commonwealth's Central Vendor Master File is accurate and complete. Failure to maintain accurate and complete information may result in delays in payments.

XVII. GENERAL

A. Grantee will comply with Titles VI and VII of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements imposed by the Department of Health and Human Services (45 CFR Part 80) issued pursuant to that title, to the end that, in accordance with Titles VI and VII of that Act and the Regulation, no person in the United States shall, 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 under any program or activity for which Grantee receives financial assistance from OVR; and HEREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

B. Grantee will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d) prohibiting employment discrimination where a) the primary purpose of a contract is to provide employment or b) discriminatory employment practices will result in unequal treatment of persons who are, or who should be, benefiting from the grant-aided activity.

- C.** Grantee will comply, as applicable, with the programs of Title V, Sections 503 and 504 of the Rehabilitation Act of 1973, *as amended*, or stated as administered by the Office of Federal Contract Compliance Program and the Office of Civil Rights, respectively, which prohibit discrimination against qualified job applicants on the basis of physical or mental disability and has executed the Assurance of Compliance with Section 504 of the Rehabilitation Act of 1973, *as amended*.
- D.** Grantee will comply, as applicable, with the provisions of the National Environmental Policy Act of 1969 (P.L. 90-190).
- E.** Grantee will establish safeguards to prohibit employees from using their positions for a purpose that is, or gives the appearance of being, motivated by the desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
- F.** An approved Grantee shall encourage and allow, wherever possible, maximum community participation.
- G.** OVR has a monitoring and evaluation responsibility for all grants awarded to another service agency. This responsibility applies to program and financial aspects of this grant and any sub-grants.
- H.** Grantee agrees that the Commonwealth may set off the amount of any state tax liability or other debt of Grantee or its subsidiaries that is owed to the Commonwealth and not being contested on appeal against any payments due the contractor under this or any other grant with the Commonwealth.

I. NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE

The Grantee agrees:

- 1.** In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the grant agreement or any subgrant agreement, contract, or subcontract, the Grantee, a subgrantee, a contractor, a subcontractor, or any person acting on behalf of the Grantee shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the Pennsylvania Human Relations Act (PHRA) and applicable federal laws, against any citizen of this commonwealth who is qualified and available to perform the work to which the employment relates.
- 2.** The Grantee, any subgrantee, contractor or any subcontractor or any person on their behalf shall not in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against or intimidate any of its employees.
- 3.** Neither the Grantee nor any subgrantee nor any contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or

expression, or in violation of the PHRA and applicable federal laws, in the provision of services under the grant agreement, subgrant agreement, contract or subcontract.

- 4.** Neither the Grantee nor any subgrantee nor any contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate against employees by reason of participation in or decision to refrain from participating in labor activities protected under the Public Employee Relations Act, Pennsylvania Labor Relations Act or National Labor Relations Act, as applicable and to the extent determined by entities charged with such Acts' enforcement, and shall comply with any provision of law establishing organizations as employees' exclusive representatives.
- 5.** The Grantee, any subgrantee, contractor or any subcontractor shall establish and maintain a written nondiscrimination and sexual harassment policy and shall inform their employees in writing of the policy. The policy must contain a provision that sexual harassment will not be tolerated and employees who practice it will be disciplined. Posting this Nondiscrimination/Sexual Harassment Clause conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the grant services are performed shall satisfy this requirement for employees with an established work site.
- 6.** The Grantee, any subgrantee, contractor or any subcontractor shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against any subgrantee, contractor, subcontractor or supplier who is qualified to perform the work to which the grant relates.
- 7.** The Grantee and each subgrantee, contractor and subcontractor represents that it is presently in compliance with and will maintain compliance with all applicable federal, state, and local laws and regulations relating to nondiscrimination and sexual harassment. The Grantee and each subgrantee, contractor and subcontractor further represents that it has filed a Standard Form 100 Employer Information Report ("EEO-1") with the U.S. Equal Employment Opportunity Commission ("EEOC") and shall file an annual EEO-1 report with the EEOC as required for employers' subject to Title VII of the Civil Rights Act of 1964, as amended, that have 100 or more employees and employers that have federal government contracts or first-tier subcontracts and have 50 or more employees. The Grantee, any subgrantee, any contractor or any subcontractor shall, upon request and within the time periods requested by the Commonwealth, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to their books, records, and accounts by the granting agency and the Bureau of Diversity, Inclusion and Small Business Opportunities for the purpose of ascertaining compliance with the provisions of this Nondiscrimination/Sexual Harassment Clause.
- 8.** The Grantee, any subgrantee, contractor or any subcontractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subgrant agreement, contract or subcontract so that those provisions

applicable to subgrantees, contractors or subcontractors will be binding upon each subgrantee, contractor or subcontractor.

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

J. CONTRACTOR INTEGRITY PROVISIONS

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

1. **DEFINITIONS.** For purposes of these Contractor Integrity Provisions, the following terms shall have the meanings found in this Section:
 - a. "Affiliate" means two or more entities where (a) a parent entity owns more than fifty percent of the voting stock of each of the entities; or (b) a common shareholder or group of shareholders owns more than fifty percent of the voting stock of each of the entities; or (c) the entities have a common proprietor or general partner.
 - b. "Consent" means written permission signed by a duly authorized officer or employee of the Commonwealth, provided that where the material facts have been disclosed, in writing, by prequalification, bid, proposal, or contractual terms, the Commonwealth shall be deemed to have consented by virtue of the execution of this contract.
 - c. "Contractor" means the individual or entity, that has entered into this contract with the Commonwealth.
 - d. "Contractor Related Parties" means any affiliates of the Contractor and the Contractor's executive officers, Pennsylvania officers and directors, or owners of 5 percent or more interest in the Contractor.
 - e. "Financial Interest" means either:
 - i. Ownership of more than a five percent interest in any business; or
 - ii. Holding a position as an officer, director, trustee, partner, employee, or holding any position of management.
 - f. "Gratuity" means tendering, giving, or providing anything of more than nominal monetary value including, but not limited to, cash, travel,

entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. The exceptions set forth in the Governor's Code of Conduct, Executive Order 1980-18, the 4 Pa. Code § 7.153(b), shall apply.

- g.** "Non-bid Basis" means a contract awarded or executed by the Commonwealth with Contractor without seeking bids or proposals from any other potential bidder or offeror.
- 2.** In furtherance of this policy, Contractor agrees to the following:
- a.** Contractor shall maintain the highest standards of honesty and integrity during the performance of this contract and shall take no action in violation of state or federal laws or regulations or any other applicable laws or regulations, or other requirements applicable to Contractor or that govern contracting or procurement with the Commonwealth.
 - b.** Contractor shall establish and implement a written business integrity policy, which includes, at a minimum, the requirements of these provisions as they relate to the Contractor activity with the Commonwealth and Commonwealth employees and which is made known to all Contractor employees. Posting these Contractor Integrity Provisions conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the contract services are performed shall satisfy this requirement.
 - c.** Contractor, its affiliates, agents, employees and anyone in privity with Contractor shall not accept, agree to give, offer, confer, or agree to confer or promise to confer, directly or indirectly, any gratuity or pecuniary benefit to any person, or to influence or attempt to influence any person in violation of any federal or state law, regulation, executive order of the Governor of Pennsylvania, statement of policy, management directive or any other published standard of the Commonwealth in connection with performance of work under this contract, except as provided in this contract.
 - d.** Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material under this contract, unless the financial interest is disclosed to the Commonwealth in writing and the Commonwealth consents to Contractor's financial interest prior to Commonwealth execution of the contract. Contractor shall disclose the financial interest to the Commonwealth at the time of bid or proposal submission, or if no bids or proposals are solicited, no later than Contractor's submission of the contract signed by Contractor.
 - e.** Contractor certifies to the best of its knowledge and belief that within the last five years Contractor or Contractor Related Parties have not:
 - i.** been indicted or convicted of a crime involving moral turpitude or business honesty or integrity in any jurisdiction;
 - ii.** been suspended, debarred or otherwise disqualified from entering into any contract with any governmental agency;
 - iii.** had any business license or professional license suspended or revoked;
 - iv.** had any sanction or finding of fact imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, bid rigging, embezzlement, misrepresentation or anti-trust; and

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

If Contractor cannot so certify to the above, then it must submit along with its bid, proposal or contract a written explanation of why such certification cannot be made and the Commonwealth will determine whether a contract may be entered into with the Contractor. The Contractor's obligation pursuant to this certification is ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to immediately notify the Commonwealth in writing if at any time during the term of the contract it becomes aware of any event which would cause the Contractor's certification or explanation to change. Contractor acknowledges that the Commonwealth may, in its sole discretion, terminate the contract for cause if it learns that any of the certifications made herein are currently false due to intervening factual circumstances or were false or should have been known to be false when entering into the contract.

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

- i. Contractor shall cooperate with the Office of the State Inspector General in its investigation of any alleged Commonwealth agency or employee breach of ethical standards and any alleged Contractor non-compliance with these Contractor Integrity Provisions. Contractor agrees to make identified Contractor employees available for interviews at reasonable times and places. Contractor, upon the inquiry or request of an Inspector General, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Office of the State Inspector General to Contractor's integrity and compliance with these provisions. Such information may include, but shall not be limited to, Contractor's business or financial records, documents or files of any type or form that refer to or concern this contract.

Contractor shall incorporate this paragraph in any agreement, contract or subcontract it enters into in the course of the performance of this contract/agreement solely for the purpose of obtaining subcontractor compliance with this provision. The incorporation of this provision in a subcontract shall not create privity of contract between the Commonwealth and any such subcontractor, and no third party beneficiaries shall be created thereby.

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

K. CONTRACTOR RESPONSIBILITY PROVISIONS

For the purpose of these provisions, the term contractor is defined 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 of Pennsylvania (Commonwealth). The term contractor includes a permittee, licensee, or any agency, political subdivision, instrumentality, public authority, or other public entity in the Commonwealth.

1. The Contractor certifies, in writing, for itself and its subcontractors required to be disclosed or approved by the Commonwealth, that as of the date of its execution of this Bid/Contract, that neither the Contractor, nor any such subcontractors, are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the Contractor

cannot so certify, then it agrees to submit, along with its Bid/Contract, a written explanation of why such certification cannot be made.

2. The Contractor also certifies, in writing, that as of the date of its execution of this Bid/Contract it has no tax liabilities or other Commonwealth obligations, or has filed a timely administrative or judicial appeal if such liabilities or obligations exist, or is subject to a duly approved deferred payment plan if such liabilities exist.
3. The Contractor's obligations pursuant to these provisions are ongoing from and after the effective date of the Contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to inform the Commonwealth if, at any time during the term of the Contract, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if it or, to the best knowledge of the Contractor, any of its subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. Such notification shall be made within 15 days of the date of suspension or debarment.
4. The failure of the Contractor to notify the Commonwealth of its suspension or debarment by the Commonwealth, any other state, or the federal government shall constitute an event of default of the Contract with the Commonwealth.
5. The Contractor agrees to 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 or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the contractor. Such costs shall include, but shall not be 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.
6. The Contractor may obtain a current list of suspended and debarred Commonwealth contractors by either searching the Internet on [the Department of General Services' website](#) or contacting the:

Department of General Services
Office of Chief Counsel
603 North Office Building
Harrisburg, PA 17125
Telephone No: (717) 783-6472
FAX No: (717) 787-9138

L. OFFSET PROVISION

The grantee agrees that the Commonwealth may set off the amount of any state tax liability or other obligation to the Grantee or its subsidiaries to the Commonwealth against any payments due the Grantee under any contract with the Commonwealth.

M. AMERICANS WITH DISABILITIES ACT

1. Pursuant to federal regulations promulgated under the authority of The Americans With Disabilities Act, 28 C.F.R. § 35.101 *et seq.*, Grantee understands and agrees that it shall not cause any individual with a disability to be excluded from participation in the grant or from activities provided for under the grant on the basis of the disability. As a condition of accepting this Agreement, Grantee agrees to comply with the "General Prohibitions Against Discrimination," 28 C.F.R. § 35.130, and all other regulations promulgated under Title II of The Americans With Disabilities Act which are applicable to all benefits, services, programs, and activities provided by the Commonwealth through grant agreements with outside Grantees.
2. Grantee shall be responsible for and agrees to indemnify and hold harmless the Commonwealth from all losses, damages, expenses, claims, demands, suits, and actions brought by any party against the Commonwealth as a result of Grantee's failure to comply with the provisions of subparagraph 1 above.

N. RIGHT TO KNOW LAW

1. The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, ("RTKL") applies to this Agreement. For the purpose of these provisions, the term "the Commonwealth" shall refer to the grant awarding Commonwealth agency.
2. If the Commonwealth needs Grantee's assistance in any matter arising out of the RTKL related to this Agreement, it shall notify Grantee using the legal contact information provided in this Agreement. Grantee, at any time, may designate a different contact for such purpose upon reasonable prior written notice to the Commonwealth.
3. Upon written notification from the Commonwealth that it requires Grantee's assistance in responding to a request under the RTKL for information related to this Agreement that may be in Grantee's possession, constituting, or alleged to constitute, a public record in accordance with the RTKL ("Requested Information"), Grantee shall:
 - a. provide the Commonwealth, within 10 calendar days after receipt of written notification, access to, and copies of, any document or information in Grantee's possession arising out of this Agreement that the Commonwealth reasonably believes is Requested Information and may be a public record under the RTKL; and
 - b. provide such other assistance as the Commonwealth may reasonably request, in order to comply with the RTKL with respect to this Agreement.
4. If Grantee considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or other information that Grantee considers exempt from production under the RTKL, Grantee must notify the Commonwealth and provide, within seven calendar days of receiving the written notification, a written statement signed by a representative of Grantee explaining why the requested material is exempt from public disclosure under the RTKL.
5. The Commonwealth will rely upon the written statement from Grantee in denying a RTKL request for the Requested Information unless the Commonwealth determines that the Requested Information is clearly not protected from

disclosure under the RTKL. Should the Commonwealth determine that the Requested Information is clearly not exempt from disclosure, Grantee shall provide the Requested Information within five business days of receipt of written notification of the Commonwealth's determination.

6. If Grantee fails to provide the Requested Information within the time period required by these provisions, Grantee shall indemnify and hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of Grantee's failure, including any statutory damages assessed against the Commonwealth.
7. The Commonwealth will reimburse Grantee for any costs associated with complying with these provisions only to the extent allowed under the fee schedule established by the Office of Open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable.
8. 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, Grantee shall indemnify the Commonwealth for any legal expenses incurred by the Commonwealth as a result of Grantee's failure, including any statutory damages assessed against the Commonwealth, regardless of the outcome of such legal challenge. As between the parties, Grantee agrees to waive all rights or remedies that may be available to it as a result of the Commonwealth's disclosure of Requested Information pursuant to the RTKL.
9. Grantee's duties relating to the RTKL are continuing duties that survive the expiration of this Agreement and shall continue as long as Grantee has Requested Information in its possession.

O. SOVEREIGN IMMUNITY AND COMMONWEALTH HELD HARMLESS PROVISIONS

1. The Grantee shall hold the Commonwealth harmless from and indemnify the Commonwealth against any and all third party claims, demands and actions based upon or arising out of any activities performed by the Grantee and its employees and agents under this Grant, provided the Commonwealth gives Grantee prompt notice of any such claim of which it learns. Pursuant to the Commonwealth Attorneys Act (71 P.S. § 732-101, et seq.), the Office of Attorney General (OAG) has the sole authority to represent the Commonwealth in actions brought against the Commonwealth. The OAG may, however, in its sole discretion and under such terms as it deems appropriate, delegate its right of defense. If OAG delegates the defense to the Grantee, the Commonwealth will cooperate with all reasonable requests of Grantee made in the defense of such suits.
2. Notwithstanding the above, neither party shall enter into any settlement without the other party's written consent, which shall not be unreasonably withheld. The Commonwealth may, in its sole discretion, allow the Grantee to control the defense and any related settlement negotiations.

P. CHOICE OF LAW PROVISION/APPLICABLE LAW

This Contract shall be governed by and interpreted and enforced in accordance with the laws of the Commonwealth (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, waiving any claim or defense that such forum is not convenient or proper. The Grantee agrees that any such court shall have in personam jurisdiction over it, and consents to service of process in any manner authorized by Pennsylvania law.