

GRANT AGREEMENT

This Grant Agreement is made by and between the Commonwealth of Pennsylvania, Department of Aging, hereinafter referred to as the “Department”, and _____, hereinafter referred to as the “Grantee.”

WITNESSETH:

WHEREAS, the Department was created pursuant to the Act of June 20, 1078, P.L. 477 No. 70, hereinafter referred to as “Act 70”, to develop and administer a comprehensive State plan for services, programs, and activities for the aging, to provide for services to the aging through Area Agencies on Aging and other appropriate agencies, organizations and institutions authorized in accordance with the Older Americans Act of 1965, as amended in 2006, P.L. 109-365, related Federal Acts, and applicable State Law and to stimulate services and opportunities for the aging which are not otherwise available, and to function as the sole State agency to receive and disburse Federal funds under the Older Americans Act of 1965 and State funds made available for providing services to older persons; and

WHEREAS, the Department pursuant to Title V of the Older Americans Act as amended, designates the Grantee to administer the Senior Community Service Employment Program which will provide and promote useful part-time work experience with local public or non-profit agencies for unemployed, low-income persons who are age 55 and older; and

WHEREAS, there has been appropriated to the Department by the Pennsylvania General Appropriation Act and the Federal Augmentation Appropriation Act, funds for the purpose of providing such services for the aging under Act 70, The Older Americans Act, as amended and reauthorized in 2020, and the Omnibus Budget Reconciliation of 1987 (OBRA-1987); and

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

1. Funds for this grant are for the furnishing of assistance to support a program. The Grant period shall be for the period of one year beginning July 1, 2023 and continue through June 30, 2024. The effective date of this Grant Agreement shall be upon the formal execution date and affixed on the front cover of this Grant Agreement. The Grantee will be reimbursed for eligible services provided under the terms of this Grant Agreement during the grant period.
2. The Grantee shall provide services in accordance with Appendix A – Work Statement.

3. This Grant Agreement is subject to the provision set forth in Appendices A through J attached hereto and incorporated herein, all state and federal laws and regulations heretofore and hereafter made applicable to the delivery and funding of services to elderly persons. Furthermore, this Grant Agreement is subject to modifications by amendments to such laws and regulations without prior notice to the Grantee.

Appendix A – Work Statement (incorporated from vendor proposal)

Appendix B – Budget (incorporated from vendor proposal)

Appendix C – Payment Provisions

Appendix D – General Terms and Conditions

Appendix E – Audit Requirements

Appendix F – Lobbying Certification and Attachment #1

Appendix G – Assurance of Compliance

Appendix H – Commonwealth Travel Rates

Appendix I – Funds Identification

Appendix J – Programmatic Assurances

4. Subject to the availability of federal funds, the Department will notify the grantee of their annual allocation in writing.
5. The Department shall reimburse the Grantee in accordance with Appendix B – Budget and Appendix C – Payment Provisions for costs incurred in providing services pursuant to Appendix A – Work Statement of this Grant Agreement. Itemized receipts for travel and subsistence must be on file to support reimbursement.
6. The Department reserves the option to renew this Grant Agreement for four, one-year periods, or to issue a new Grant Agreement upon termination of this current Agreement. Upon renewal of this grant agreement the department will notify the Grantee of the applicable PW&FB minimum funding parameter as identified in paragraph 6 of Appendix C. The Grantee personnel costs (salary rates and associated benefits costs) can be increased upon renewal of this grant not to exceed 5% of the most recent approved budget.
7. In order to ensure program continuity within the regions, the Grantee shall be required to service slots in the counties within that region, in the event the AAA corresponding to that county does not participate in the next program year. If the AAA corresponding to that county does not participate and the county is currently being over-served, the Department reserves the right to move service slots between counties underserved per the most current program year equitable distribution report.
8. The Grantee shall comply with the Program Assurances delineated in Appendix J and the Grantee shall indicate this compliance by checking the boxes, signing and dating the last page of Appendix J.

9. The parties agree during the Grant Agreement term, the reimbursement for travel rates will be in accordance with Appendix H – Commonwealth Travel Rates.
10. The Grantee's application dated _____ and entitled _____ is attached and incorporated herein as Appendix A. In the event there is a conflict between the Department's Request for Grant Applications number RFGA 2023-01, the Grantee's application, and the Grant Agreement, the order of precedence shall be first, this Grant Agreement; second, the Department's Request for Grant Applications; third, the Grantee's application.
11. This Grant Agreement and the appendices constitute the entire Grant Agreement between the Department and the Grantee. No amendment or modification changing its scope or terms have any force or effect unless it is in writing and signed by all parties to this Grant Agreement.
12. This Grant Agreement contains all the terms and conditions agreed on by the parties. Continuation of this Grant Agreement is based on compliance with all its terms and conditions. No other agreements, oral or otherwise, regarding the subject matter of this Grant Agreement, shall be deemed to exist to bind any of the parties hereto.
13. This Grant Agreement shall not be legally binding until all signatories, including those signing their approvals for form and legality, have signed the agreement and the Commonwealth provides a fully signed copy to the Grantee.

SAP # _____

APPENDIX A
WORK STATEMENT

PENNSYLVANIA DEPARTMENT OF AGING

Secretary or Designee Date
Pennsylvania Department of Aging

APPROVED AS TO FORM AND LEGALITY

Office of Chief Counsel Date
Pennsylvania Department of Aging

Office of General Counsel Date
Commonwealth of Pennsylvania

Office of Attorney General Date
Commonwealth of Pennsylvania

CERTIFICATION OF FUNDS

Grantee:
Vendor Number:
Grant Agreement Number:

COMPTROLLER – Pennsylvania Department of Aging

I hereby certify that funds are available in the amounts shown below.

Funds Coding: TBD

Amount: \$ _____

BY: _____
Comptroller Operations
Pennsylvania Department of Aging

Date: _____

SAP# _____

APPENDIX B

BUDGET

APPENDIX C

PAYMENT PROVISIONS

The Department of Aging agrees to reimburse the Grantee for provisions of allowable services rendered pursuant to this Grant Agreement as follows:

1. Subject to the availability of Federal funds and other terms and conditions of this Grant Agreement, the Department of Aging shall reimburse the Grantee for costs incurred and validly attributable to this Grant Agreement.
2. On or before the 30th day of the month following the effective date specified in this Grant Agreement or the date of execution of this Grant Agreement, whichever comes later, and every month thereafter, the Grantee shall submit to the Department an original itemized invoice indicating actual expenditures for the previous month. The Grantee shall insure that their SAP Vendor Number and Employee Identification Number/Social Security Number (EIN or SS#) appear on all invoices submitted for reimbursement. These invoices shall be sent via e-mail to the SCSEP Program Manager.
3. The Grantee shall submit a final invoice within forty-five (45) days after the termination of this Grant Agreement.
4. The Department shall have the right to disapprove any expenditure made by the Grantee which is not in accordance with the terms of this Grant Agreement, and adjust payment to the Grantee accordingly.
5. The Grantee shall maintain all accounting records and documentation that support expenditures for each monthly invoice submitted. The Department may, at its discretion, request these records for any and/or all invoices submitted for payment.
6. The grantee is required to participate in the Pennsylvania Electronic Payment Program. If not already a participant, the grantee shall complete registration for ACH online at [Vendor Registration \(pa.gov\)](#).
 - a. The Commonwealth shall make payments to the recipient through ACH. Within 10 days of the grant award, the recipient shall submit its ACH information to through the PA Supplier Portal at <https://pasupplierportal.state.pa.us/irj/portal/anonymous>

- b. The recipient shall submit a unique invoice number with each invoice submitted. The unique invoice number shall be listed on the Commonwealth of Pennsylvania's ACH remittance advice to enable the recipient to properly apply the state agency's payment to the respective invoice or program.
- c. It is the responsibility of the recipient 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.
7. The Grantee shall expend a minimum of 78% of the available funds for participant wage and fringe benefits. The Grantee shall expend no more than 10% of the available funds for administrative costs.
 8. The Department may determine in one or more of the renewal years that the 78% PW&FB minimum funding parameters is no longer applicable and that it can be reduced to not less than 65%. If this is the case, the grantee shall meet the new PW&FB minimum funding parameter and the funds that were previously used for PW&FB shall only be used for Other Participant Costs. The funds that were previously used for PW&FB shall not be used for Administration.
 9. The Department shall monitor and control the Grantee's expenditures at the service cost level. The Grantee may reallocate funds between service cost centers in an amount up to \$10,000 or 10%, whichever is greater, of the amount budgeted in that cost center, as shown in the fiscal year budget submission or in the most recent approved revision thereto.
 10. **NO** reallocation of funds shall be made among Administration or the service cost centers constituting the Grantee's Title V Employment Program that will result in non-compliance with the established parameters. Any reallocation of funds between service cost centers in excess of \$10,000 or 10%, whichever is greater, must receive prior approval from the Department.

Commonwealth Terms and Conditions

1. COMMONWEALTH HELD HARMLESS

- a. 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 Contract, provided the Commonwealth gives Grantee prompt notice of any such claim of which it learns. Pursuant to the Commonwealth Attorneys Act (71 P.S. Section 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.
- b. 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.

2. NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE

The Grantee agrees:

- a. In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the contract or any subcontract, the Grantee, each subGrantee, or any person acting on behalf of the Grantee or subGrantee 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.
- b. Neither the Grantee nor any subGrantee 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, against or intimidate any employee involved in the manufacture of supplies, the performance of work, or any other activity required under the contract.
- c. Neither the Grantee nor any subGrantee 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 contract.
- d. Neither the Grantee nor any subGrantee 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.

- e. The Grantee and each subGrantee 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 contracted services are performed shall satisfy this requirement for employees with an established work site.
- f. The Grantee and each subGrantee shall not 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 or supplier who is qualified to perform the work to which the contract relates.
- g. The Grantee and each subGrantee represents that it is presently in compliance with and will maintain compliance with all applicable federal, state, and local laws, regulations and policies relating to nondiscrimination and sexual harassment. The Grantee and each subGrantee 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 and each subGrantee 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 contracting agency and the Bureau of Diversity, Inclusion and Small Business Opportunities for purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause.
- h. The Grantee shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subcontract so that those provisions applicable to subGrantees will be binding upon each subGrantee.
- i. The Grantee's and each subGrantee's obligations pursuant to these provisions are ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Grantee and each subGrantee shall have an obligation to inform the Commonwealth if, at any time during the term of the contract, it becomes aware of any actions or occurrences that would result in violation of these provisions.
- j. The Commonwealth may cancel or terminate the contract and all money due or to become due under the contract may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the agency may proceed with debarment or suspension and may place the Grantee in the Grantee Responsibility File.

3. GRANTEE 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.

a. **DEFINITIONS.** For purposes of these Grantee Integrity Provisions, the following terms shall have the meanings found in this Section:

- 1) “**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.
- 2) “**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.
- 3) “**Grantee**” means the individual or entity, that has entered into this contract with the Commonwealth.
- 4) “**Grantee Related Parties**” means any affiliates of the Grantee and the Grantee’s executive officers, Pennsylvania officers and directors, or owners of 5 percent or more interest in the Grantee.
- 5) “**Financial Interest**” means either:
 - a) Ownership of more than a five percent interest in any business; or
 - b) Holding a position as an officer, director, trustee, partner, employee, or holding any position of management.
- 6) “**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.
- 7) “**Non-bid Basis**” means a contract awarded or executed by the Commonwealth with Grantee without seeking bids or proposals from any other potential bidder or offeror.

b. In furtherance of this policy, Grantee agrees to the following:

- 1) Grantee 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 Grantee or that govern contracting or procurement with the Commonwealth.

- 2) Grantee shall establish and implement a written business integrity policy, which includes, at a minimum, the requirements of these provisions as they relate to the Grantee activity with the Commonwealth and Commonwealth employees and which is made known to all Grantee employees. Posting these Grantee 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.
- 3) Grantee, its affiliates, agents, employees and anyone in privity with Grantee 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.
- 4) Grantee shall not have a financial interest in any other Grantee, subGrantee, 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 Grantee's financial interest prior to Commonwealth execution of the contract. Grantee 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 Grantee's submission of the contract signed by Grantee.
- 5) Grantee certifies to the best of its knowledge and belief that within the last five (5) years Grantee or Grantee Related Parties have not:
 - a) been indicted or convicted of a crime involving moral turpitude or business honesty or integrity in any jurisdiction;
 - b) been suspended, debarred or otherwise disqualified from entering into any contract with any governmental agency;
 - c) had any business license or professional license suspended or revoked;
 - d) 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
 - e) 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 Grantee 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 Grantee. The Grantee's obligation pursuant to this certification is ongoing from and after the

effective date of the contract through the termination date thereof. Accordingly, the Grantee 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 Grantee's certification or explanation to change. Grantee 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.

- 6) Grantee 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, Grantee must also comply with the requirements of the *Section 1641 of the Pennsylvania Election Code (25 P.S. §3260a)*.
- 7) When 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 such ethical standards, Grantee shall immediately notify the Commonwealth contracting officer or the Office of the State Inspector General in writing.
- 8) Grantee, 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 Grantee 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. Grantee shall immediately notify the Commonwealth in writing of any actions for occurrences that would result in a violation of these Grantee Integrity Provisions. Grantee agrees to 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. Grantee shall not be responsible for investigative costs for investigations that do not result in the Grantee's suspension or debarment.
- 9) Grantee 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 Grantee non-compliance with these Grantee Integrity Provisions. Grantee agrees to make identified Grantee employees available for interviews at reasonable times and places. Grantee, 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 Grantee's integrity and compliance with these provisions. Such information may include, but shall not be limited to, Grantee's business or financial records, documents or files of any type or form that refer to or concern this contract. Grantee 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 subGrantee compliance with this provision. The incorporation of this provision in a subcontract shall not create privity of contract between the Commonwealth and any such subGrantee, and no third-party beneficiaries shall be created thereby.

10) For violation of any of these Grantee Integrity Provisions, the Commonwealth may terminate this and any other contract with Grantee, 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 Grantee to complete performance under this contract, and debar and suspend Grantee from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or non-use of anyone 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.

4. GRANTEE RESPONSIBILITY PROVISIONS

For the purpose of these provisions, the term Grantee 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 Grantee includes a permittee, licensee, or any agency, political subdivision, instrumentality, public authority, or other public entity in the Commonwealth.

- a) The Grantee certifies, in writing, for itself and its subGrantees required to be disclosed or approved by the Commonwealth, that as of the date of its execution of this Bid/Contract, that neither the Grantee, nor any such subGrantees, are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the Grantee cannot so certify, then it agrees to submit, along with its Bid/Contract, a written explanation of why such certification cannot be made.
- b) The Grantee 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.
- c) The Grantee's obligations pursuant to these provisions are ongoing from and after the effective date of the Contract through the termination date thereof. Accordingly, the Grantee 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 Grantee, any of its subGrantees 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.
- d) The failure of the Grantee 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.

- e) The Grantee agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of 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. 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 Grantee shall not be responsible for investigative costs for investigations that do not result in the Grantee's suspension or debarment.
- f) The Grantee may search the current list of suspended and debarred Commonwealth Grantees by visiting the eMarketplace website at <http://www.emarketplace.state.pa.us> and clicking the Debarment List tab.

5. AMERICANS WITH DISABILITIES ACT

For the purpose of these provisions, the term Grantee is defined as any person, including, but not limited to, a bidder, offeror, supplier, or grantee, who will furnish or perform or seeks to furnish or perform, goods, supplies, services, construction or other activity, under a purchase order, contract, or grant with the Commonwealth of Pennsylvania (Commonwealth).

During the term of this agreement, the Grantee agrees as follows:

- a. Pursuant to federal regulations promulgated under the authority of the *Americans with Disabilities Act*, 28 C. F. R. § 35.101 et seq., the Grantee understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in this agreement or from activities provided for under this agreement. As a condition of accepting and executing this agreement, the 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 the benefits, services, programs, and activities provided by the Commonwealth through contracts with outside Grantees.
- b. The 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 the Grantee's failure to comply with the provisions of paragraph 5a.

6. APPLICABLE LAW

This Contract shall be governed by and 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, 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.

7. RIGHT TO KNOW LAW

- a. The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, (“RTKL”) applies to this Contract. For the purpose of these provisions, the term “the Commonwealth” shall refer to the contracting Commonwealth agency.
- b. If the Commonwealth needs the Grantee’s assistance in any matter arising out of the RTKL related to this Contract, it shall notify the Grantee using the legal contact information provided in this Contract. The Grantee, at any time, may designate a different contact for such purpose upon reasonable prior written notice to the Commonwealth.
- c. Upon written notification from the Commonwealth that it requires the Grantee’s assistance in responding to a request under the RTKL for information related to this Contract that may be in the Grantee’s possession, constituting, or alleged to constitute, a public record in accordance with the RTKL (“Requested Information”), the Grantee shall:
 - 1) Provide the Commonwealth, within ten (10) calendar days after receipt of written notification, access to, and copies of, any document or information in the Grantee’s possession arising out of this Contract that the Commonwealth reasonably believes is Requested Information and may be a public record under the RTKL; and
 - 2) Provide such other assistance as the Commonwealth may reasonably request, in order to comply with the RTKL with respect to this Contract.
- d. If the 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 the Grantee considers exempt from production under the RTKL, the Grantee must notify the Commonwealth and provide, within seven (7) calendar days of receiving the written notification, a written statement signed by a representative of the Grantee explaining why the requested material is exempt from public disclosure under the RTKL.
- e. The Commonwealth will rely upon the written statement from the 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, the Grantee shall provide the Requested Information within five (5) business days of receipt of written notification of the Commonwealth’s determination.
- f. If the Grantee fails to provide the Requested Information within the time period required by these provisions, the 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 the Grantee’s failure, including any statutory damages assessed against the Commonwealth.
- g. The Commonwealth will reimburse the 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.

- h. 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 indemnify the Commonwealth for any legal expenses incurred by the Commonwealth as a result of such a challenge and shall hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Grantee's failure, including any statutory damages assessed against the Commonwealth, regardless of the outcome of such legal challenge. As between the parties, the 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.
- i. The Grantee's duties relating to the RTKL are continuing duties that survive the expiration of this Contract and shall continue as long as the Grantee has Requested Information in its possession.

8. OFFSET PROVISION

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

SAP # _____

APPENDIX E

AUDIT REQUIREMENTS

The Grantee will use the following as applicable:

- a. Audit Clause A – Sub-recipient Local Government and Nonprofit Organizations
- b. Audit Clause B – Sub-recipient For-Profit Organizations

AUDIT CLAUSE A – SUBRECIPIENT

Local Governments and Nonprofit Organizations

The Pennsylvania Department of Aging (PDA), distributes federal and state funds to local governments and nonprofit organizations. Federal expenditures are subject to federal audit requirements, and federal and state funding passed through PDA are subject to PDA audit requirements. If any federal statute specifically prescribes policies or specific requirements that differ from the standards provided herein, the provisions of the subsequent statute shall govern. The PDA provides the following audit requirements in accordance with the Commonwealth of Pennsylvania, Governor's Office, Management Directive 325.9, as amended August 20, 2009.

Subrecipient means an entity that expends federal awards received from a pass-through entity to carry out a federal program, but does not include an individual that is a beneficiary of such a program. A subrecipient may also be a recipient of other federal awards directly from a federal awarding agency. For purposes of this audit clause, a subrecipient **is not** a vendor that receives a procurement contract to provide goods or services that are required to provide the administrative support to carry out a federal program.

AUDIT REQUIREMENTS

Local government and nonprofit organizations must comply with all federal audit requirements, including: the Single Audit Act, as amended; the revised Office of Management and Budget (OMB) Circular A-133, *Audits of States, Local Government, and Non-Profit Organizations*; and any other applicable law or regulation, as well as any other applicable law or regulation that may be enacted or promulgated by the federal government.

Local government or nonprofit organizations that expend federal awards of **\$500,000** or more during its fiscal year, received either directly from the federal government, indirectly from a pass-through entity, or a combination of both, to carry out a federal program, **are required** to have an audit performed in accordance with the provisions of OMB Circular A-133, as revised.

If a local government or nonprofit organization expends **total federal awards of less than \$500,000** during its fiscal year, it is exempt from these audit requirements, but is required to maintain auditable records of federal or state funds that supplement such awards. Records must be available for review by appropriate officials.

GENERAL AUDIT PROVISIONS

Local government or nonprofit organizations are responsible for obtaining the necessary audit and securing the services of a certified public accountant or other independent governmental auditor. Federal regulations preclude public accountants licensed in the Commonwealth of Pennsylvania from performing audits of federal awards.

The Commonwealth reserves the right for federal and state agencies, or their authorized representatives, to perform additional audits of a financial and/or performance nature, if deemed necessary by Commonwealth or federal agencies. Any such additional audit work can incorporate the work already performed by the subrecipient's auditor. Any additional work authorized or performed by the federal or state agency will be borne by those agencies at no additional expense to the subrecipient.

The Commonwealth reserves the right for state and federal agencies, or their authorized representatives, to perform financial and/or performance audits if deemed necessary. If it is decided that an audit of this contract will be performed, the subrecipient will be given advance notice. The subrecipient shall maintain books, records, and documents that support the services provided, that

AUDIT CLAUSE A – SUBRECIPIENT (continued)
Local Governments and Nonprofit Organizations

the fees earned are in accordance with the contract, and that the subrecipient has complied with the contract terms and conditions. The subrecipient agrees to make available, upon reasonable notice, at the office of the subrecipient, during normal business hours for the term of this contract and the retention period set forth in this Audit Clause, any of the books, records, and documents for inspection, audit, or reproduction by any state or federal agency or its authorized representative(s).

Audit working papers 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, or the cognizant or oversight federal agency, to extend the retention period. Audit working papers will be made available, upon request, to authorized representatives of the Commonwealth, the cognizant or oversight agency, the federal funding agency, or the General Accounting Office.

The subrecipient shall preserve all books, records, and documents related to this contract for a period of time that is the greater of **five** years from the contract expiration date, until all questioned costs or activities have been resolved to the satisfaction of the Commonwealth, or as required by applicable federal laws and regulations, whichever is longer. If this contract is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of **five** years from the date of any resulting final settlement.

Records that relate to litigation of the settlement of claims arising out of performance or expenditures under this contract to which exception has been taken by the auditors shall be retained by the subrecipient or provided to the Commonwealth at the PDA's option until such litigation, claim, or exceptions have reached final disposition.

Except for documentary evidence delivered pursuant to litigation or the settlement of claims arising out of the performance of the contract, the subrecipient may, in fulfillment of his obligation to retain records as required by this Audit Clause, substitute photographs, microphotographs, or other authentic reproductions of such records after the expiration of **two** years following the last day of the month of reimbursement to the contractor of the invoice or voucher to which such records relate, unless a shorter period is authorized by the Commonwealth.

SUBMISSION OF AUDIT REPORTS TO THE COMMONWEALTH

A. Required Reports

Submit federally required audit reports in accordance to OMB Circular A-133, Subsection .320, *Report Submission*. Please include the following with the submission to the Commonwealth:

1. Data Collection Form;
2. Financial statements and a Schedule of Expenditures of Federal Awards (SEFA);
3. Auditor's reports on the financial statements, the SEFA, internal control, and compliance, as well as a schedule of findings and questioned costs;
4. Summary schedule of prior audit findings;
5. Corrective Action Plan; and

AUDIT CLAUSE A – SUBRECIPIENT (continued)
Local Governments and Nonprofit Organizations

Effective July 1, 2009, the Office of the Budget, Office of Comptroller Operations, Bureau of Audits will begin accepting electronic submission of single audit/program-specific audit reporting packages. Electronic submission is required for the fiscal year ending December 31, 2008 and subsequent years. Instructions and information regarding submission of the single audit/program-specific audit reporting package are available to the public on Single Audit Submissions page of the Office of the Budget website (<http://www.budget.state.pa.us>). The reporting package must be submitted electronically in single Portable Document Format (PDF) file to RA-BOASingleAudit@sate.pa.us.

Steps for submission:

1. Complete the Single Audit/Program Specific Audit Reporting Package Checklist available on the Single Audit Submissions page of the Office of the Budget website (<http://www.budget.state.pa.us>). The Single Audit/Program Specific Audit Reporting Package Checklist ensures the subrecipient's reporting package contains all required elements.
2. Upload the **completed** Single Audit or Program-Specific Audit Reporting Package along with the checklist in a **single** PDF file to an e-mail addressed to RA-BOASingleAudit@sate.pa.us. In the subject line of the e-mail you must identify the exact name on the Single Audit or Program-Specific Audit Reporting Package and the period end date to which the package applies.

The subrecipient will receive an email to confirm the receipt of the Single Audit or Program-Specific Audit Reporting Package, including the completed Single Audit/Program Specific Audit Reporting Package Checklist.

PERIOD SUBJECT TO AUDIT

A federally required audit, made in accordance with OMB Circular A-133, encompasses the fiscal period of the provider. Therefore, the period of the federally required audit may differ from the official reporting period as specified in this agreement.

CORRECTIVE ACTION PLAN

The provider shall prepare a corrective action plan (CAP) to address all findings of noncompliance, internal control weaknesses, and/or reportable conditions disclosed in the audit report. For each finding noted, the CAP should include: (1) a brief description identifying the findings; (2) whether the provider agrees with the finding; (3) the specific steps to be taken to correct the deficiency or specific reasons why corrective action is not necessary; (4) a timetable for completion of the corrective action steps; and (5) a description of monitoring to be performed to ensure that the steps are taken (6) the responsible party for the CAP.

REMEDIES FOR NONCOMPLIANCE

The provider's failure to provide an acceptable audit, in accordance with the requirements of this audit clause, may result in the PDA's not accepting the audit report and initiating sanctions against the subrecipient that may include the following:

- Disallowing the cost of the audit.
- Withholding a percentage of the contract funding pending compliance.
- Withholding or disallowing administrative costs.
- Suspending subsequent contract funding pending compliance.

AUDIT CLAUSE A – SUBRECIPIENT (continued)
Local Governments and Nonprofit Organizations

TECHNICAL ASSISTANCE

Technical assistance on the audit requirements, and the integration of those requirements with the federal Single Audit requirements, will be provided by:

Pennsylvania Department of Aging
Office of the Deputy Secretary
Bureau of Program Integrity
Financial Operations Division
Forum Place
555 Walnut Street
Harrisburg, Pennsylvania 17101-1919

Phone: (717) 783-1550 Fax: (717) 783-6842

AUDIT CLAUSE A – SUBRECIPIENT
Local Governments and Nonprofit Organizations
ENCLOSURE I

The Pennsylvania Department of Aging (PDA) requires an Independent Accountant’s Report on the Attestation to be in the format described by the American Institute of Certified Public Accountants (AICPA). The following is the form of report an Independent Accountant should use when expressing an opinion on an entity’s compliance with specified requirements during a period of time. For further guidance, refer to the AICPA guidelines.

Independent Accountant’s Report

[Introductory Paragraph]

We have examined *[name of entity]*’s compliance with *[list specific compliance requirement]* during the *[period]* ended *[date]*. Management is responsible for *[name of entity]*’s compliance with those requirements. Our responsibility is to express an opinion on *[name of entity]*’s compliance based on our examination.

[Scope Paragraph]

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants and, accordingly, included examining, on a test basis, evidence about *[name of entity]*’s compliance with those requirements and performing such other procedures as we considered necessary in the circumstances. We believe that our examination provides a reasonable basis for our opinion. Our examination does not provide a legal determination on *[name of entity]*’s compliance with specified requirements.

[Opinion Paragraph]

In our opinion, *[name of entity]* complied, in all material respects, with the aforementioned requirements for the year ended December 31, 20XX.

[DATE]

[SIGNATURE]

AUDIT CLAUSE B – SUBRECIPIENT For-Profit Organizations

The Pennsylvania Department of Aging (PDA), distributes federal and state funds to local governments, nonprofit, and for-profit organizations. Federal expenditures are subject to federal audit requirements, and federal and state funding passed through PDA are subject to PDA audit requirements. If any federal statute specifically prescribes policies or specific requirements that differ from the standards provided herein, the provisions of the subsequent statute shall govern. The PDA provides the following audit requirements in accordance with the Commonwealth of Pennsylvania, Governor's Office, Management Directive 325.9, as amended August 20, 2009.

Subrecipient means an entity that expends federal awards received from a pass-through entity to carry out a federal program, but does not include an individual that is a beneficiary of such a program. A subrecipient may also be a recipient of other federal awards directly from a federal awarding agency. For purposes of this audit clause, a subrecipient **is not** a vendor that receives a procurement contract to provide goods or services that are required to provide the administrative support to carry out a federal program.

AUDIT REQUIREMENTS

A for-profit organization **is required** to have an audit if it expends a total of **\$500,000** or more in federal funds under one or more Department of Health and Human Services (DHHS) federal awards. Title 45, CFR 74.26, incorporates the thresholds and deadlines of the Office of Management and Budget (OMB) Circular A-133, *Audits of States, Local Government, and Non-Profit Organizations*, but provides for-profit organizations with two options regarding the type of audit that will satisfy the audit requirements:

1. An audit made in accordance with generally accepted *Government Auditing Standards* (The Yellow Book), revised; or
2. An audit that meets the requirements contained in OMB Circular A-133.

A for-profit organization **is required** to have an audit, in accordance with the above audit requirements, if it expends a total of **\$500,000** or more of federal awards directly or indirectly during its fiscal year.

If a for-profit organization expends **total federal awards of less than \$500,000** during its fiscal year, it is exempt from these audit requirements, but is required to maintain auditable records of federal or state funds that supplement such awards. Records must be available for review by appropriate officials.

GENERAL AUDIT PROVISIONS

A for-profit organization is responsible for obtaining the necessary audit and securing the services of a certified public accountant or other independent governmental auditor. Federal regulations preclude public accountants licensed in the Commonwealth of Pennsylvania from performing audits of federal awards.

AUDIT CLAUSE B – SUBRECIPIENT (continued)
For-Profit Organizations

The Commonwealth reserves the right for state and federal agencies, or their authorized representatives, to perform financial and/or performance audits if deemed necessary by the Commonwealth or federal agencies. Any such additional audit work can incorporate the work already performed by the subrecipient's auditor. Any additional work authorized or performed by the federal or state agency will be borne by those agencies at no additional expense to the subrecipient.

If it is decided that an audit of this contract will be performed, the subrecipient will be given advance notice. The subrecipient shall maintain books, records, and documents that support the services provided, that the fees earned are in accordance with the contract, and that the subrecipient has complied with the contract terms and conditions. The subrecipient agrees to make available, upon reasonable notice, at the office of the subrecipient, during normal business hours, for the term of this contract and the retention period set forth in this Audit Clause, any of the books, records, and documents for inspection, audit, or reproduction by any state or federal agency or its authorized representative.

The subrecipient shall maintain books, records, and documents related to this contract for a period of four years from the contract expiration date, until all questioned costs or activities have been resolved to the satisfaction of the Commonwealth, or as required by applicable federal laws and regulations, whichever is longer. Any records that support the services provided, that the fees earned are in accordance with the contract, and that the subrecipient has complied with contract terms and conditions must be maintained. The subrecipient agrees to make available, upon reasonable notice, at the office of the subrecipient, during normal business hours, for the term of this contract and the retention period set forth in this Audit Clause, any of the books, records, and documents for inspection, audit, or reproduction by any state or federal agency or its authorized representative.

Audit working papers 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, or the cognizant or oversight federal agency, to extend the retention period. Audit working papers will be made available, upon request, to authorized representatives of the Commonwealth, the cognizant or oversight agency, the federal funding agency, or the General Accounting Office.

Records that relate to litigation of the settlement of claims arising out of performance or expenditures under this contract to which exception has been taken by the auditors shall be retained by the subrecipient or provided to the Commonwealth at the PDA's option until such litigation, claim, or exceptions have reached final disposition.

Except for documentary evidence delivered pursuant to litigation or the settlement of claims arising out of the performance of the contract, the subrecipient may, in fulfillment of his obligation to retain records as required by this Audit Clause, substitute photographs, microphotographs, or other authentic reproductions of such records after the expiration of **two** years following the last day of the month of reimbursement to the contractor of the invoice or voucher to which such records relate, unless a shorter period is authorized by the Commonwealth.

AUDIT CLAUSE B – SUBRECIPIENT (continued)
For-Profit Organizations

SUBMISSION OF AUDIT REPORT TO THE COMMONWEALTH

Submit required audit reports in accordance to OMB Circular A-133, Subsection __.320, *Report Submission*. Please include the following with the submission to the Commonwealth:

1. Data Collection Form;
2. Financial statements and a Schedule of Expenditures of Federal Awards (SEFA) (**not applicable** to a Yellow Book audit);
3. Auditor's reports on the financial statements, the SEFA, internal control, and compliance, as well as a schedule of findings and questioned costs;
4. Summary schedule of prior audit findings;
5. Corrective Action Plan; and
6. Management letter comments.

Effective July 1, 2009, the Office of the Budget, Office of Comptroller Operations, Bureau of Audits will begin accepting electronic submission of single audit/program-specific audit reporting packages. Electronic submission is required for the fiscal year ending December 31, 2008 and subsequent years. Instructions and information regarding submission of the single audit/program-specific audit reporting package are available to the public on Single Audit Submissions page of the Office of the Budget website (<http://www.budget.state.pa.us>). The reporting package must be submitted electronically in single Portable Document Format (PDF) file to RA-BOASingleAudit@sate.pa.us.

Steps for submission:

1. Complete the Single Audit/Program Specific Audit Reporting Package Checklist available on the Single Audit Submissions page of the Office of the Budget website (<http://www.budget.state.pa.us>). The Single Audit/Program Specific Audit Reporting Package Checklist ensures the subrecipient's reporting package contains all required elements.
2. Upload the **completed** Single Audit or Program-Specific Audit Reporting Package along with the checklist in a **single** PDF file to an e-mail addressed to RA-BOASingleAudit@sate.pa.us. In the subject line of the e-mail you must identify the exact name on the Single Audit or Program-Specific Audit Reporting Package and the period end date to which the package applies.

The subrecipient will receive an email to confirm the receipt of the Single Audit or Program-Specific Audit Reporting Package, including the completed Single Audit/Program Specific Audit Reporting Package Checklist.

PERIOD SUBJECT TO AUDIT

A federally required audit, made in accordance with OMB Circular A-133, encompasses the fiscal period of the auditee. Therefore, the period of the federally required audit may differ from the official reporting period as specified in this agreement.

SUBRECIPIENT AUDIT CLAUSE B
For-Profit Organization

CORRECTIVE ACTION PLAN

The provider shall prepare a corrective action plan (CAP) to address all findings of noncompliance, internal control weaknesses, and/or reportable conditions disclosed in the audit report. For each finding noted, the CAP should include: (1) a brief description identifying the findings; (2) whether the auditee agrees with the finding; (3) the specific steps to be taken to correct the deficiency or specific reasons why corrective action is not necessary; (4) a timetable for completion of the corrective action steps; and (5) a description of monitoring to be performed to ensure that the steps are taken. (6) the responsible party for the CAP.

REMEDIES FOR NONCOMPLIANCE

The provider's failure to provide an acceptable audit, in accordance with the requirements of the Audit Clause Requirements, may result in the PDA's not accepting the report and initiating sanctions against the Provider that may include the following:

- Disallowing the cost of the audit.
- Withholding a percentage of the contract funding pending compliance.
- Withholding or disallowing administrative costs.
- Suspending subsequent contract funding pending compliance.

TECHNICAL ASSISTANCE

Technical assistance on the PDA's audit requirements, and the integration of those requirements with the federal Single Audit requirements, will be provided by:

Pennsylvania Department of Aging
Office of the Deputy Secretary
Bureau of Program Integrity
Financial Operations Division
Forum Place
555 Walnut Street
Harrisburg, Pennsylvania 17101-1919

Phone: (717) 783-1550 Fax: (717) 783-6842

AUDIT CLAUSE B
For-Profit Organization
ENCLOSURE I

Independent Accountant's Report

The Pennsylvania Department of Aging (PDA) requires an Independent Accountant's Report on the Attestation to be in the format described by the American Institute of Certified Public Accountants (AICPA). The following is the form of report an Independent Accountant should use when expressing an opinion on an entity's compliance with specified requirements during a period of time. For further guidance, refer to the AICPA guidelines.

Independent Accountant's Report

[Introductory Paragraph]

We have examined *[name of entity]*'s compliance with *[list specific compliance requirement]* during the *[period]* ended *[date]*. Management is responsible for *[name of entity]*'s compliance with those requirements. Our responsibility is to express an opinion on *[name of entity]*'s compliance based on our examination.

[Scope Paragraph]

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants and, accordingly, included examining, on a test basis, evidence about *[name of entity]*'s compliance with those requirements and performing such other procedures as we considered necessary in the circumstances. We believe that our examination provides a reasonable basis for our opinion. Our examination does not provide a legal determination on *[name of entity]*'s compliance with specified requirements.

[Opinion Paragraph]

In our opinion, *[name of entity]* complied, in all material respects, with the aforementioned requirements for the year ended December 31, 20XX.

[DATE]

[SIGNATURE]

APPENDIX F

LOBBYING CERTIFICATION

GRANTEE NAME:

I CERTIFY TO THE BEST OF KNOWLEDGE AND BELIEF, THAT:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the Grantee, 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 the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit STANDARD FORM-LLL, "DISCLOSURE OF LOBBYING ACTIVITIES," in accordance with its instructions.

(3) The Grantee shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose to the Grantee 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 under Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for such failure.

Authorized Signature

Date

Title (Please Print or Type)

Standard Form-LLL (Disclosure of Lobbying Activities)

Please check appropriate line:

_____ Form-LLL NOT Applicable

_____ Form-LLL IS Attached. A copy is provided as Attachment #1 if needed

APPENDIX G

ASSURANCE OF COMPLIANCE

ASSURANCE OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, SECTION 504 OF THE REHABILITATION ACT OF 1973, TITLE IX OF THE EDUCATION AMENDMENTS OF 1972, AND THE AGE DISCRIMINATION ACT OF 1975

The Grantee provides this assurance in consideration of and for the purpose of obtaining Federal Grants, loans, contracts, property, discounts or other Federal financial assistance from the Department of Health and Human Services.

THE GRANTEE HEREBY AGREES THAT IT WILL COMPLY WITH:

1. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), as amended, and all requirements imposed by or pursuant to the Regulations of the Department of Health and Human Services (45 C.F.R. Part 80), to the end that, in accordance with Title VI of that Act and the Regulations, no person in the United States shall, on the ground 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 the Grantee receives Federal financial assistance from the Department.
2. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), as amended, and all requirements imposed by or pursuant to the Regulations of the Department of Health and Human Services (45 C.F.R. Part 84), to the end that, in accordance with Section 504 of that Act and the Regulations, no otherwise qualified individual with a disability in the United States shall, solely by reason of her or his handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity for which the Grantee receives Federal financial assistance from the Department.
3. Title IX of the Educational Amendments of 1972 (Pub. L. 92-318), as amended, and all requirements imposed by or pursuant to the Regulations of the Department of Health and Human Services (45 C.F.R. Part 86), to the end that, in accordance with IX and the Regulations, no person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any educational program or activity for which the Grantee received Federal financial assistance from the Department.
4. The Age Discrimination Act of 1975 (Pub. L. 94-135), as amended, and all requirements imposed by or pursuant to the Regulations of the Department of Health and Human Services (45 C.F.R. Part 91), to the end that, in accordance

with the Act and the Regulations, no person in the United States shall, on the basis of age, be denied the benefits of, be excluded from participation in or be subjected to discrimination under any program or activity for which the Grantee receives Federal financial assistance from the Department.

The Grantee agrees that compliance with this assurance constitutes a condition of continued receipt of Federal financial assistance, and that is binding upon the Grantee, its successors, transferees and assignees for the period during which such assistance is provided. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Grantee by the Department, this assurance shall obligate the Grantee, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure 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. If any personal property is so provided, this assurance shall obligate the Grantee for the period during which it retains ownership or possession of the property. The Grantee further recognizes and agrees that the United States shall have the right to seek judicial enforcement of this assurance.

The person or persons whose signature(s) appear(s) below is/are authorized to sign this assurance, and commit the Grantee to the above provisions.

DATE

SIGNATURE OF AUTHORIZED OFFICIAL

NAME AND TITLE OF AUTHORIZED OFFICIAL

ORGANIZATION NAME

ADDRESS

APPENDIX H

COMMONWEALTH TRAVEL RATES

The parties agree that during the Grant Agreement term, the transportation, lodging and subsistence reimbursement rates will be in accordance with the current Commonwealth rates at the time the expense is incurred as set forth in the applicable Commonwealth Travel Procedures Manual 230.1 Amended, effective January 1, 2012. The Department shall notify the Grantee by letter of the amount of any subsequent increase or decrease in the Commonwealth Travel Rates and the effective date of any such increase or decrease. Budget revisions can be made if necessary due to rate changes, in accordance with the already established procedures.

With respect to allowable reimbursable travel rates under this Grant Agreement the following have been established:

TRAVEL

When travel is by a personal automobile, as defined in *4 Pa. Code § 39.94*, for the purpose of conducting official Commonwealth business, the Commonwealth mileage reimbursement allowance will be equivalent to the mileage reimbursement rate established by the U. S. General Services Administration (GSA) of the Federal Government. The current rate can be found on www.gsa.gov/portal/content/100715. When the GSA mileage reimbursement rate is increased or decreased, the Commonwealth mileage reimbursement allowance will be increased or decreased on the same day as the GSA effective date.

NOTE: ALLOWANCES PROVIDED FOR IN A COLLECTIVE BARGAINING AGREEMENT WILL PREVAIL OVER THE COMMONWEALTH MILEAGE REIMBURSEMENT ALLOWANCE.

LODGING – effective January 1, 2012

The per night lodging rate allowances are to be used by employees authorized to incur overnight lodging expenses.

The Commonwealth's maximum per night lodging rate allowances for reimbursement follow the GSA per diem rates. The lodging rate allowances are not flat allowances. Travelers will only be reimbursed for actual expenses incurred. The GSA rates can be found on www.gsa.gov/perdiem. In instances where the GSA rate cannot be obtained, specific justification is required. If a travel audit determines that the maximum allowable rate could have been obtained, the traveler may be subject to a reimbursement limit of the maximum allowable rate for that area. The justification for booking a property that has a rate higher than the maximum allowed must be imperative

to the employee's official business and justification must be given at the time of booking and submitted with the reimbursement request.

SUBSISTENCE – effective January 1, 2012

Allowances for subsistence are not flat rates and only amounts actually expended may be claimed. The reimbursed rates is available at www.gsa.gov/portal/category/21287, only the meal portion of these allowances will be reimburse. This includes tips plus sales tax, for each 24-hour period spent in a continuous overnight travel status. The 24-hour period begins at any time of day or night that the employee leaves headquarters or residence to embark upon overnight travel on official business.

SAP# _____

APPENDIX I
FUNDS IDENTIFICATION

The funding for this Grant Agreement represents 100% of Federal Funds which have been awarded to the Department of Aging from the U.S. Department of Labor, Employment and Training Administration and are located in the Catalog of Federal Domestic Assistance (CFDA) under the item Number 17.235.

APPENDIX J

PROGRAMMATIC ASSURANCES

The programmatic assurances below reflect standard grant requirements the Pennsylvania Department of Aging has determined are consistent with sound program practices. Applicants, please certify that your agency or organization will conform to these assurances throughout the period of the grant by checking off the assurances below.

The Applicant agrees to:

Recruitment and Selection of Participants

- Develop and implement methods to recruit and select eligible participants to assure maximum participation in the program.
- Use income definitions and income inclusions and exclusions for SCSEP eligibility as described in TEGL No. 12-06 to determine and document participant eligibility.
- Develop and implement methods to recruit minority populations to ensure at least proportional representation in your assigned service area as listed in the latest Minority Report.
- Develop and implement strategies to recruit applicants who have priority of service as defined in Older Americans Act section 518(b)(1)-(2) and by the VOW (Veterans Opportunity to Work) to Hire Heroes Act of 2011.

Individuals with priority are those who:

- Are covered persons in accordance with the VOW (covered persons who are SCSEP-eligible must receive services instead of or before all non-covered persons);
- Are 65 years or older;
- Have a disability;
- Have limited English proficiency;
- Have low literacy skills;
- Reside in a rural area;
- Have low employment prospects;
- Have failed to find employment after utilizing services provided under Title I of the Workforce Innovation and Opportunity Act (WIOA);
- Are homeless or are at risk for homelessness; or
- Are formerly incarcerated or on supervision from release from prison or jail within five years of the date of initial eligibility determination.

Assessment

- Assess participants at least twice per 12-month period, or more frequently if appropriate.
- Use assessment information to determine the most appropriate community service assignments for participants.

Individual Employment Plan (IEP)

- Establish an initial goal of unsubsidized employment for all participants.
- Update the IEP at least as frequently as assessments occur (at least twice per 12-month period).
- Modify the IEP as necessary to reflect other approaches to self-sufficiency, if it becomes clear that unsubsidized employment is not feasible.
- For participants who will reach the individual durational limit or would not otherwise achieve unsubsidized employment, include a provision in the IEP to reflect other approaches to self-sufficiency, transition to other services or programs.
- Rotate participants to a new host agency (or a different assignment within the host agency) based on a rotation policy approved by the Employment and Training Administration (ETA) in the grant agreement and only after making an individualized determination that the rotation is in the best interest of the participant. Such rotation must further the acquisition of skills listed in the IEP.

Community Service Assignment

- Base the initial community service assignment on the assessment made at enrollment.
- Select only designated 501(c)(3) organizations or public agencies as host agencies.
- Put in place procedures to ensure adequate supervision of participants at host agencies.
- Ensure safe and healthy working conditions at the community service assignment through annual monitoring of the host agency site and annual safety consultation with the participant at the host agency site.

Recertification of Participants

- Recertify the income eligibility of each participant at least once every 12 months, or more frequently if circumstances warrant.

Physical Examinations

- Offer physical examinations to participants upon program entry, and each year thereafter, as a benefit of enrollment.
- Obtain a written waiver from each participant who declines a physical examination.
- Not obtain a copy or use the results of the physical examination to establish eligibility or for any other purpose.

Host Agencies

- Develop and implement methods for recruiting new host agencies to provide a variety of training options that enable participants to increase their skill level and transition to unsubsidized employment.
- Comply with maintenance of effort: Ensure that community service assignments do not reduce the number of employment opportunities or vacancies that would otherwise be available to individuals who are not SCSEP participants. You must specifically ensure that community service assignments do not:
 - Displace currently employed workers (including partial displacement, such as a reduction in non-overtime work, wages, or employment benefits).
 - Impair existing contracts or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed.
 - Assign or continue to assign a participant to perform the same work, or substantially the same work, as that performed by an individual who is on layoff.

Orientation

- Provide orientations for participants and host agencies, including information on:
 - Project goals and objectives
 - Participant rights and responsibilities
 - Community service assignments
 - Opportunities for paid training outside the community service

- assignment
- Available supportive services
- Availability of free physical examinations
- Local staff must address the topics listed above and provide additional orientation to participants on:
 - SCSEP goals and objectives
 - Grantee and local project roles, policies, and procedures
 - Holiday and sick leave
 - Assessment process
 - Development and implementation of IEPs
 - Evaluation of participant progress
 - Health and safety issues related to each participant's assignment
 - Role of supervisors and host agencies
 - Maximum individual duration policy, including the possibility of an extension, if applicable, and the documentation required to support an extension
 - Termination policy
 - Grievance procedure

Wages

Provide participants with the highest applicable required wage (highest of Federal, state, or local minimum wage for the most nearly comparable covered employment or minimum wage under the Fair Labor Standards Act of 1938, or the prevailing rate of pay for persons employed in similar public occupations by the same employer) for time spent in orientation, training, and community service assignments.

Participant Benefits

- Provide workers' compensation, other benefits required by state or Federal law (such as unemployment insurance), and the costs of physical examinations.
- Provide compensation for scheduled work hours during which the participant's host agency is closed for Federal holidays, which may be paid or in the form of rescheduled work time, and establish written policies related to this compensation.
- Establish written policies relating to approved breaks in participation and any necessary sick leave that is not part of an accumulated sick leave program.

- Not use grant funds to pay the cost of pension benefits, annual leave, accumulated sickleave, or bonuses.

Procedures for Payroll and Workers' Compensation

- Make all required payments for participant payroll and pay workers' compensation premiums on a timely basis.
- Ensure that host agencies do not pay workers' compensation costs for participants.

Durational Limits

Maximum Average Project Duration - 27 Months

- Maintain average project duration of 27 months or less, unless ETA approves an extension to 36 months.

Maximum Individual Participant Duration - 48 Months

- Allow participants to participate in the program no longer than 48 months (whether or not consecutively), unless your approved policy allows for an extension and the participant meets the extension criteria.
- Notify participants of your policy pertaining to the maximum duration requirement, including the possibility of an extension if applicable, at the time of enrollment and each year thereafter, and whenever ETA has approved a change of policy.
- Provide 30-day written notice to participants prior to durational limit exit from the program.

Transition Services

- Develop a system to transition participants to unsubsidized employment or other assistance before each participant's maximum enrollment duration has expired.
- Begin transition planning for participants who will exit for durational limit at least 3-6 months prior to their exit date.

Termination Policies

- Provide a 30-day written notice for all involuntary terminations that states the reason for termination and informs the participants of grievance

procedures and right to appeal.

- Maintain written termination policies in effect and provide to participants at enrollment:
 - Provision of false eligibility information by the participant
 - Incorrect initial eligibility determination at enrollment
 - Income ineligibility determined at recertification
 - Participant has reached individual durational limit
 - Participant has become employed while enrolled
 - IEP-related termination
 - Cause (must be approved by ETA prior to implementation)

Equitable Distribution

- Comply with the equitable distribution plan for each state in which the grantee operates and only make changes in the location of authorized positions within a state in accordance with the state equitable distribution plan and with prior ETA approval.
- Comply with the authorized position allocations/equitable distribution listed at www.scseped.org.
- Collaborate with all grantees authorized to serve in a state in which you operate to achieve compliance with authorized positions while minimizing disruption to the participants.

Over-Enrollment

- Manage over-enrollment to minimize impact on participants and avoid layoffs.

Administrative Systems

- Ensure representation at all ETA-sponsored required grantee meetings.
- Communicate grant policy, data collection, and performance developments and directives to staff, sub-recipients, and local project operators on a regular basis.
- Develop a written monitoring tool that lists items you will review during monitoring visits, and provide this tool to sub-recipients and local project operators.

- Develop an annual monitoring schedule, unless the federal project officer approves a different standard; notify sub-recipients and local project operators of monitoring plans; and monitor sub-recipients and local project operators on a regular basis.
- Develop and provide training to increase sub-recipients' and local project operators' skills, knowledge, and abilities.
- When appropriate, prescribe corrective action and follow-up procedures for sub-recipients and local project operators to ensure that identified problems are remedied.
- Monitor the financial systems and expenditures, including sub-recipients and local project operators on a regular basis to ensure compliance with cost allocations as specified in the regulations.
- Ensure that sub-recipient and local project operators receive adequate resources to effectively operate local projects.
- Train sub-recipients and local project operators on SCSEP financial requirements to help them effectively manage their own expenditures, and provide general financial training as needed.
- Ensure that all financial reports are accurate and submit them in a timely manner, as required.
- Ensure full implementation and monitoring of requirements for customer satisfaction surveys, including participant, host agency and employer surveys.
- Develop a written plan for both disaster response and recovery so that the project may continue to operate and provide services under emergency circumstances.

Collaboration and Leveraged Resources

- Collaborate with other organizations to maximize opportunities for participants to obtain workforce development, education, and supportive services to help them move into unsubsidized employment. These organizations may include but are not limited to: workforce development boards, American Job Centers, vocational rehabilitation providers, disability networks, basic education and literacy providers, and community colleges.

Supportive Services

- Provide supportive services, as needed, to help participants participate in their community service assignment and to obtain and retain unsubsidized employment.
- Establish criteria to assess the need for supportive services and to determine when participants will receive supportive services, including after obtaining unsubsidized employment.

Sub-Recipient Selection (If Applicable)

- In selecting sub-recipients in areas with a substantial population of individuals with barriers to employment, national grantees will give special consideration to organizations with demonstrated expertise in serving individuals with barriers to employment (including former recipients of national grants), as defined in the statute.

Complaint Resolution

- Establish and use written grievance procedures for complaint resolution for applicants, employees, sub-recipients, and participants.
- Provide applicants, employees, sub-recipients, and participants with a copy of the grievance policy and procedures.

Maintenance of Files and Privacy Information

- Maintain participant files for three program years after the program year in which the participant received his/her final follow-up activity.
- Ensure that all participant records are securely stored by the grantee or sub-recipient and access is limited to appropriate staff in order to safeguard personal identifying information.
- Ensure that all participant medical records are securely stored by the grantee or sub-recipient separately from all other participant records and access is limited to authorized staff for authorized purposes.
- Establish safeguards to preclude tampering with electronic media (e.g., personal identification numbers and SPARQ or other data system logins).
- Ensure that ETA/SCSEP national office is immediately notified in the event of any potential security breach of personal identifying

information, whether electronic files, paper files, or equipment are involved.

- Comply with and ensure that authorized users under the grant comply with all SPARQ and other data system access and security rules.

Documentation

- Maintain all documentation required for compliance with record retention rule set forth in the first bullet of the prior section, Maintenance of Files and Privacy Information.
- Maintain documentation of waivers of physical examinations by participant.
- Maintain documentation of the provision of complaint procedures to participants.
- Maintain documentation of eligibility determinations and re-certifications.
- Maintain documentations of terminations and reasons for termination.
- Maintain records of grievances and outcomes.
- Maintain records required for data validation.
- Maintain documentation of monitoring reports for sub-recipients and host agencies.

Data Collection and Reporting

- Ensure the collection and reporting of all SCSEP required data according to specified time schedules.
- Ensure the use of the Office of Management and Budget-approved SCSEP data collection forms and the SCSEP Internet data collection and evaluation system, SPARQ, or the successor data system as designated by ETA.
- Ensure at the grantee or sub-recipient level that those capturing and recording data are familiar with the latest instructions for data collection, including ETA administrative issuances (e.g., Training and Employment Guidance Letters, Data Collection and Data Validation Handbooks, and the Older Worker Community of Practice).
- Ensure data are entered directly into the WDCS/SPARQ, or the successor data system as designated by ETA.

- Legally obligate sub-recipients to turn over complete data files in the specified electronic format, as well as hard copy case files, to the grantee when sub-recipients cease to administer SCSEP.
- Legally obligate new sub-recipients to collect and enter complete data related to any participants whom they acquire upon becoming sub-recipients, including any participants who are still in the follow-up period.

If the grantee is not in compliance with any of the assurances above, provide information on a separate attachment indicating what specific steps the grantee is taking to conform to these standard grant requirement(s).

By signing below, the grantee certifies that their organization will comply with each of the listed requirements and will remain in compliance for the program year for which they are submitting this application.

Signature of Authorized Representative

Date