

**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 2016, 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, 2018 and continue through June 30, 2019. The effective date of this Grant Agreement will 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 will 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 will be required to service slots in the counties within that region, in the event that 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 that are 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 that 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 that there is a conflict between the Department's Request for Grant Applications number RFGA 2018-01, 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.

IN WITNESS WHEREOF, the parties hereto have caused this Grant Agreement to be executed by their duly authorized officials.

**GRANTEE**

By signing of this Grant Agreement, the Grantee certifies for itself and all its subcontractors, that as of the date of its execution of any Commonwealth contract, that neither the Grantee, nor any subcontractors, nor any suppliers are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority. The Grantee also certifies that as of the date of the Grant Agreement execution, it has no delinquent tax liabilities or other delinquent Commonwealth obligations.

\_\_\_\_\_  
Authorized Signature                          Date

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
Authorized Signature                          Date

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

In accordance with 15 Pa. C.S. § 1506, all corporations, both for-profit and not-for-profit, must execute this grant with **original signatures** from: (1) the president or vice president; and (2) the secretary or assistant secretary or treasurer or assistant treasurer. The execution of the grant will not be effective unless there are signatures from one officer in each group. For example, a corporation’s president and vice president may not sign the contract; a president and secretary may sign the contract.

## BOARD MEMBERS

Please list Names, Addresses, and Office Held, if any, of the members of your governing board. IF NOT APPLICABLE, please mark N/A on the top line.

GRANTEE NAME:

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Name of Member	Address	Office Held	Date of Appointment
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NOTE: Revised listing should be submitted when changes in membership occur.

**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: 7105100000 2018 1010101000 A80031000000 6600\_\_\_\_

Amount: \$\_\_\_\_\_

BY: \_\_\_\_\_  
Comptroller Operations  
Pennsylvania Department of Aging

Date: \_\_\_\_\_

SAP # \_\_\_\_\_

**APPENDIX A**  
**WORK STATEMENT**

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 will reimburse the Grantee for costs incurred and validly attributable to this Grant Agreement.
2. On or before the 30<sup>th</sup> 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 to: Department of Aging, Office of Community Services and Advocacy, **Attention: SCSEP Program Manager** – Bureau of Aging Services, 555 Walnut Street – 5<sup>th</sup> Floor, Harrisburg, PA 17101-1919.
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 will be required to participate in the Pennsylvania Electronic Payment Program. If not already a participant, the grantee must complete registration for ACH online at <http://www.vendorregistration.state.pa.us/cvmu/paper/Forms/ACH-EFTenrollmentform.pdf>

- a. The Commonwealth will make payments to the recipient through ACH. Within 10 days of the grant award, the recipient must submit or must have already submitted its ACH information to:

Vendor Data Management Unit  
Pennsylvania Office of Budget - Comptroller Operations  
555 Walnut Street, 9<sup>th</sup> Floor  
Harrisburg, PA 17101-1921  
Phone: 877-435-7363 | Fax: 717-214-0140

- b. The recipient 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 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 will 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.

**APPENDIX D****GENERAL TERMS AND CONDITIONS****1. CLAIMS AGAINST THE DEPARTMENT**

The provisions of this Agreement shall be construed in accordance with the provision of the Laws of the Commonwealth of Pennsylvania. All questions or disputes arising between the parties hereto respecting any matter pertaining to this Agreement or any part thereof or any breach of contract arising thereunder may be referred by the grantee to the Board of Claims pursuant to 62 Pa. C.S. § 1721 et seq. This shall be the exclusive remedy for the grantee to resolve such questions and disputes if the grantee and the Department are unable to resolve them between themselves. Settlement of disputes under this provision must be prior to the final payment to the grantee.

**2. CONFIDENTIALITY**

No information about a client, or information obtained from a client, shall be disclosed by the grantee in a form that identifies the client without the informed and express written consent of the client or of his or her legal representative, unless disclosure is required by court order or for other program monitoring by authorized federal, state or local monitoring agencies. Lists of older persons compiled for information and referral purposes shall be used solely for the purpose of providing services, and only with the informed and express written consent of each individual on the list. The Grantee must comply with all appropriate Federal and State laws and regulations.

**3. SECURITY**

To better secure each agencies network and computing infrastructure, all server and desktop platforms must be kept up-to-date with service packs, security patches and antivirus updates. Failure to keep these assets updated can result in the agency being denied access to Commonwealth network resources until such time as the machine(s) have been cleaned or updated. HIPPA related information should always be properly secured and encrypted.

**4. LIABILITY AND INSURANCE**

The grantee shall perform its services under this Agreement as an independent grantee and shall provide public liability, property damage, workers' compensation insurance, insuring as they may appear the interests of all parties to this Agreement against any and all claims which may arise out of grantee's operations under the terms of this Agreement.

The grantee shall accept full responsibility for the payment of premiums for Worker's Compensation, Unemployment Compensation, Social Security as well as all income tax deductions and other taxes or payroll deductions required by law for its employees who are performing services under this Agreement. As required by law, an independent grantee is responsible for Malpractice Insurance for health care personnel. The grantee shall provide insurance Policy Number and Provider Name, or a copy of the policy with all renewals for the entire Agreement period.

The grantee shall, at its expense, procure and maintain during the term of this Agreement, the following types of insurance, issued by companies acceptable to the Department and authorized to conduct such business under the laws of the Commonwealth of Pennsylvania.

Worker's Compensation Insurance for all of the grantee's employees and those of any subgrantee's, engaged in work at the site of the project as required by law.

Public liability and property damage insurance to protect the Commonwealth, the grantee, and any and all subgrantees from claim for damages for personal injury (including bodily injury), sickness or disease, accidental death and damage to property, including loss of use resulting from any property damage, which may arise from the activities performed under this Agreement or failure to perform under this Agreement whether such performance or nonperformance be by the grantee, by any subgrantee, or by anyone directly or indirectly employed by either. The limits of such insurance shall be in an amount not less than \$500,000 each person and \$2,000,000 each occurrence, personal injury and property damage combined. Such policies shall be occurrence rather than claims-made policies and shall name the Commonwealth of Pennsylvania as an additional insured. The insurance shall not contain any endorsements or any other form designated to limit or restrict any actions by the Commonwealth, as an additional insured, against the insurance coverage in regard to work performed for the Commonwealth.

Prior to commencement of the work under this Agreement and during the term of the Agreement, the grantee shall provide the Department with current certificates of insurance. These certificates shall contain a provision that the coverage afforded under the policies will not be cancelled or changed until at least thirty (30) days' written notice has been given to the Department.

## **5. DEPARTMENT HELD HARMLESS**

The grantee shall hold the Department harmless from and indemnify the Department against any and all claims, demands and actions based upon or arising out of any activities performed by the grantee and its employees and agents under this Grant Agreement and shall, at the request of the Department, defend any and all actions brought against the Department based upon any such claims or demands.

## 6. 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 procurement process.

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 grant 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 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 Grantee employee activity with the Commonwealth and Commonwealth employees, and which is distributed and made known to all Grantee employees.
3. Grantee, its affiliates, agents and employees shall not influence, or attempt to influence, any Commonwealth employee to breach the standards of ethical conduct for Commonwealth employees set forth in the *Public Official and Employees Ethics Act*, 65 Pa.C.S. §§1101 et seq.; the *State Adverse Interest Act*, 71 P.S. §776.1 et seq.; and the [Governor’s Code of Conduct, Executive Order 1980-18](#), 4 Pa. Code §7.151 et seq., or to breach any other state or federal law or regulation.
4. Grantee, its affiliates, agents and employees shall not offer, give, or agree or promise to give any gratuity to a Commonwealth official or employee or to any other person at the direction or request of any Commonwealth official or employee.
5. Grantee, its affiliates, agents and employees shall not offer, give, or agree or promise to give any gratuity to a Commonwealth official or employee or to any other person, the acceptance of which would violate the [Governor’s Code of Conduct, Executive Order 1980-18](#), 4 Pa. Code §7.151 et seq. or any statute, regulation, statement of policy, management directive or any other published standard of the Commonwealth.
6. Grantee, its affiliates, agents and employees shall not, directly or indirectly, offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for the decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty by any Commonwealth official or employee.

7. Grantee , its affiliates, agents, employees, or anyone in privity with him or her shall not accept or agree to accept from any person, any gratuity in connection with the performance of work under the grant, except as provided in the grant.
8. Grantee shall not have a financial interest in any other grantee , subgrantee , or supplier providing services, labor, or material on this project, 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 grant. 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 grant signed by Grantee .
9. Grantee , its affiliates, agents and employees shall not disclose to others any information, documents, reports, data, or records provided to, or prepared by, Grantee under this grant without the prior written approval of the Commonwealth, except as required by the *Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104*, or other applicable law or as otherwise provided in this grant. Any information, documents, reports, data, or records secured by Grantee from the Commonwealth or a third party in connection with the performance of this grant shall be kept confidential unless disclosure of such information is:
  - a. Approved in writing by the Commonwealth prior to its disclosure; or
  - b. Directed by a court or other tribunal of competent jurisdiction unless the grant requires prior Commonwealth approval; or
  - c. Required for compliance with federal or state securities laws or the requirements of national securities exchanges; or
  - d. Necessary for purposes of Grantee 's internal assessment and review; or
  - e. Deemed necessary by Grantee in any action to enforce the provisions of this grant or to defend or prosecute claims by or against parties other than the Commonwealth; or
  - f. Permitted by the valid authorization of a third party to whom the information, documents, reports, data, or records pertain: or
  - g. Otherwise required by law.
10. Grantee certifies that neither it nor any of its officers, directors, associates, partners, limited partners or individual owners has been officially notified of, charged with, or convicted of any of the following and agrees to immediately notify the Commonwealth agency granting officer in writing if and when it or any officer, director, associate, partner, limited partner or individual owner has been

officially notified of, charged with, convicted of, or officially notified of a governmental determination of any of the following:

- a. Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
- b. Commission of fraud or a criminal offense or other improper conduct or knowledge of, approval of or acquiescence in such activities by Grantee or any affiliate, officer, director, associate, partner, limited partner, individual owner, or employee or other individual or entity associated with:
  - (1) obtaining;
  - (2) attempting to obtain; or
  - (3) performing a public grant or subgrant.

Grantee's acceptance of the benefits derived from the conduct shall be deemed evidence of such knowledge, approval or acquiescence.

- c. Violation of federal or state antitrust statutes.
- d. Violation of any federal or state law regulating campaign contributions.
- e. Violation of any federal or state environmental law.
- f. Violation of any federal or state law regulating hours of labor, minimum wage standards or prevailing wage standards; discrimination in wages; or child labor violations.
- g. Violation of the *Act of June 2, 1915 (P.L.736, No. 338)*, known as the *Workers' Compensation Act, 77 P.S. 1 et seq.*
- h. Violation of any federal or state law prohibiting discrimination in employment.
- i. Debarment by any agency or department of the federal government or by any other state.
- j. Any other crime involving moral turpitude or business honesty or integrity.

Grantee acknowledges that the Commonwealth may, in its sole discretion, terminate the grant for cause upon such notification or when the Commonwealth otherwise learns that Grantee has been officially notified, charged, or convicted.

11. If this grant was awarded to Grantee on a non-bid basis, Grantee must, (as required by *Section 1641* of the *Pennsylvania Election Code*) file a report of political contributions with the Secretary of the Commonwealth on or before February 15 of the next calendar year. The report must include an itemized list of all political contributions known to Grantee by virtue of the knowledge possessed by every officer, director, associate, partner, limited partner, or individual owner that has been made by:
  - a. Any officer, director, associate, partner, limited partner, individual owner or members of the immediate family when the contributions exceed an aggregate of one thousand dollars (\$1,000) by any individual during the preceding year; or
  - b. Any employee or members of his immediate family whose political contribution exceeded one thousand dollars (\$1,000) during the preceding year.

To obtain a copy of the reporting form, Grantee shall contact the Bureau of Commissions, Elections and Legislation, Division of Campaign Finance and Lobbying Disclosure, Room 210, North Office Building, Harrisburg, PA 17120.

12. Grantee shall comply with requirements of the *Lobbying Disclosure Act, 65 Pa.C.S. § 13A01 et seq.*, and the regulations promulgated pursuant to that law. Grantee employee activities prior to or outside of formal Commonwealth procurement communication protocol are considered lobbying and subjects the Grantee employees to the registration and reporting requirements of the law. Actions by outside lobbyists on Grantee's behalf, no matter the procurement stage, are not exempt and must be reported.
13. When Grantee has reason to believe that any breach of ethical standards as set forth in law, the Governor's Code of Conduct, or in these 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 granting officer or Commonwealth Inspector General in writing.
14. Grantee, by submission of its bid or proposal and/or execution of this grant and by the submission of any bills, invoices or requests for payment pursuant to the grant, 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 grant negotiations or during the term of the grant.
15. Grantee shall cooperate with the Office of Inspector General in its investigation of any alleged Commonwealth employee breach of ethical standards and any alleged Grantee non-compliance with these provisions. Grantee agrees to make identified Grantee employees available for interviews at reasonable times and places. Grantee, upon the inquiry or request of the Office of 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 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 refers to or concern this grant.

16. For violation of any of these Grantee Integrity Provisions, the Commonwealth may terminate this and any other grant 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 grant, and debar and suspend Grantee 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.
17. For purposes of these Grantee Integrity Provisions, the following terms shall have the meanings found in this Paragraph 17.
  - a. “Confidential information” means information that a) is not already in the public domain; b) is not available to the public upon request; c) is not or does not become generally known to Grantee from a third party without an obligation to maintain its confidentiality; d) has not become generally known to the public through a act or omission of Grantee ; or e) has not been independently developed by Grantee without the use of confidential information of the Commonwealth.
  - 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 pre-qualification, bid, proposal, or grantual terms, the Commonwealth shall be deemed to have consented by virtue of execution of this grant.
  - c. “Grantee ” means the individual or entity that has entered into this grant with the Commonwealth, including those directors, officers, partners, managers, and owners having more than a five percent interest in Grantee.
  - d. “Financial interest” means:
    - (1) Ownership of more than a five percent interest in any business; or
    - (2) Holding a position as an officer, director, trustee, partner, employee, or holding any position of management.

- e. “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 grants 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.
- f. “Immediate family” means a spouse and any unemancipated child.
- g. “Non-bid basis” means a grant awarded or executed by the Commonwealth with Grantee without seeking bids or proposals from any other potential bidder or offeror.
- h. “Political contribution” means any payment, gift, subscription, assessment, grant, payment for services, dues, loan, forbearance, advance or deposit of money or any valuable thing, to a candidate for public office or to a political committee, including but not limited to a political action committee, made for the purpose of influencing any election in the Commonwealth of Pennsylvania or for paying debts incurred by or for a candidate or committee before or after any election.

## **7. GRANTEE RESPONSIBILITY**

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 subgrantee, who has furnished or seeks to furnish goods, supplies, services, or leased space, or who has performed or seeks to perform construction activity under contract, subcontract, grant, or subgrant with the Commonwealth, or with a person under contract, subcontract, grant, or subgrant with the Commonwealth or its state-affiliated entities, and state-related institutions. The term grantee may include a permittee, licensee, or any agency, political subdivision, instrumentality, public authority, or other entity of the Commonwealth.

1. The grantee must certify, in writing, for itself and all its subgrantees, that as of the date of its execution of any Commonwealth contract, that neither the grantee, nor any subgrantees, nor any suppliers 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 the bid/proposal, a written explanation of why such certification cannot be made.
2. The grantee must also certify, in writing, that as of the date of its execution, of any Commonwealth contract it has no tax liabilities or other Commonwealth obligations.
3. 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 contracting agency 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 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.

4. The failure of the grantee to notify the contracting agency 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 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, which 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.

6. The grantee may obtain a current list of suspended and debarred Commonwealth grantees by accessing [http://www.dgsweb.state.pa.us/Debarment\\_list](http://www.dgsweb.state.pa.us/Debarment_list) 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

## 8. **SUBCONTRACTS**

The grantee agrees to accept full responsibility for the performance of the terms of this Agreement, including the work performed through any subcontracting. The grantee shall, in subcontracting under this Agreement, require such subgrantees to comply with all requirements as set forth in these general terms and conditions, as all applicable state and federal requirements pursuant to the Older Americans Act, as amended 42 U.S.C.A section 3001 *et seq.* Except for those subcontracts specifically authorized by this Agreement, the grantee shall not enter into subcontracts for any of the services contemplated under this Agreement without obtaining prior written approval of the Department of Aging. In all events, the grantee shall be responsible for the quality and quantity of the work performed by any of its approved subgrantees as set forth in the General Terms and Conditions of this Agreement.

## 9. **EXAMINATION OF RECORDS**

A. The grantee agrees to maintain books, program and financial records, documents and other evidence pertaining to the costs and expenses of this Agreement.

B. The grantee agrees to make available at the office of the grantee at all reasonable times during the term of this Agreement and the period set forth below, any of the records for inspection, audit or reproduction by an authorized representative of the Department of Aging or the Auditor General or Federal auditors.

C. Except for documentary evidence delivered to the Commonwealth, the grantee shall preserve and make available all records for a period of three years from the date of final payment under this Agreement, or the time period specified by PDA policy and/or state and federal requirements (e.g. HIPPA six year retention requirement) and for such period, if any, as specified by paragraphs 1. and 2. below:

1. If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of three years from the date of any resulting final statement.

2. Records which relate to litigation or the settlement of claims arising out of the performance of this Agreement, or costs under this Agreement as to which exception has been taken by the auditors, shall be retained by the grantee until such litigation, claims or exceptions have been litigated or settled to final disposition.

3. The provisions of this paragraph shall be applicable to and included in each subcontract hereunder.

#### 10. **PROGRESS REPORTS**

A. The grantee and its subgrantees shall furnish to the Department such progress and periodic reports in such form and quantity as the Department may from time to time require, including but not limited to, status reports of the project, proposed budgets, invoices, copies of all contracts executed and proposed and any and all other information relative to the project as may be requested.

B. In the event that the Department determines that the grantee or its subgrantees have not furnished such reports as required by the Department, the Department, by giving written notice to the grantee, may suspend payments under this Agreement, until such time as the required reports are submitted.

#### 11. **RIGHTS IN DATA: COPYRIGHTS AND DISCLOSURE**

A. Definition: The term, "data", as used herein, includes written reports, drawings, studies, and work of any similar nature which is required to be delivered under the Agreement. It does not include grantee's financial reports or other information incidentals to Agreement administration.

B. Rights in Data: Data created pursuant to the execution of this contract shall be the property of the Department and it shall have full right to use such data for any official purpose in whatever manner deemed desirable and appropriate. Such use shall be without any additional payment to or approval by the grantee. Grantee may retain a

copy of such data for its internal use.

C. Copyrights: Grantee relinquishes any and all copyrights and/or privileges to data developed under this Agreement. Grantee shall not include in the data any copyrighted matter without the written approval of the Department unless grantee provides the Department with written permission of the copyright owner for the Department to use such copyrighted matter in a manner provided herein. Any product or material that is to be printed or developed for any publication or distribution or other public display as a result of this Agreement, must be reviewed and approved in writing by the Secretary/Deputy Secretary of the Department of Aging prior to final production or printing. All data produced by funds provided through this Agreement must contain the Department's logo and appropriate state officials' names on the cover and the following notation on the inside cover on Title Page: "This document was produced with funds provided under Contract No. 2001XX from the Pennsylvania Department of Aging."

D. The grantee shall defend any suit or proceeding brought against the Commonwealth on account of any alleged infringement of any copyright arising out of the performance of this Agreement, including any suit or proceeding relating to all work, services, materials, reports, studies and computer programs provided by the grantee; provided, nevertheless, that the Commonwealth shall provide prompt notification in writing of such suit or proceedings, together with full right, authorization and opportunity to conduct the defense thereof, and full information and all reasonable cooperation for the defense of the same. If principles of governmental or public law are involved, the Commonwealth may participate in the defense of any such action. The grantee shall pay all damages and costs awarded therein against the Commonwealth. If information and assistance are furnished by the Commonwealth at grantee's written request, it shall be at the grantee's expense, but the responsibility for such expense shall be only that within the grantee's written request. If any of the materials, reports, studies or computer programs provided by the grantee are held to constitute infringement and the use or publication thereof is enjoined in such suit or proceeding, the grantee shall, at its own expense and at its option, either procure the right to publish or continue use of such infringing materials, reports, studies or computer programs, replace them with non-infringing items, or so modify them so that they are no longer infringing. The obligations of the grantee under this paragraph continue without time limit. It is understood that the grantee is responsible for defending suit against the Commonwealth on account of any alleged infringement of any copyright arising out of information or material supplied by only the grantee under this Agreement.

## 12. AMERICANS WITH DISABILITIES ACT

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 the 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 of Pennsylvania through contracts with outside grantees.

B. The grantee shall be responsible for and agrees to indemnify and hold harmless the Commonwealth of Pennsylvania from all losses, damages, expenses, claims, demands, suits, and actions brought by any party against the Commonwealth of Pennsylvania as a result of the grantee's failure to comply with the provisions of paragraph A. above.

### **13. NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE**

During the term of the Grant, grantee agrees as follows:

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, by reason of gender, race, creed, or color, discriminate 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 against or intimidate any of its employees on account of gender, race, creed or color.
3. The Grantee, any subgrantee, contractor or any subcontractor shall establish and maintain a written sexual harassment policy and shall inform their employees of the policy. The policy must contain a notice that sexual harassment will not be tolerated and employees who practice it will be disciplined.
4. The Grantee, any subgrantee, contractor or any subcontractor shall not discriminate by reason of gender, race, creed, or color against any subgrantee, contractor, subcontractor or supplier who is qualified to perform the work to which the contracts related.
5. The Grantee, any subgrantee, any contractor or any subcontractor shall, within the time periods requested by the commonwealth, furnish all necessary employment documents and records and permit access to their books, records and accounts by the granting agency and the Bureau of Minority and Women Business Opportunities (BMWBO), for purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause. Within thirty (30) days after award of any grant, the

Grantee shall be required to complete, sign and submit Form STD-21, the "Initial Contract Compliance Data" form. Grantees who have fewer than five employees or whose employees are all from the same family or who have completed the STD-21 form within the past 12 months may, within the 15 days, request an exemption from the STD-21 form from the granting agency.

6. 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.

7. 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.

#### **14. SET OFF CLAUSE**

The grantee agrees that the 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.

#### **15. PROPERTY AND SUPPLIES**

A. Grantee agrees to obtain all supplies and equipment for use in the performance of this Agreement at the lowest practicable cost and to purchase by means of a system of competitive bidding whenever required by law.

B. Title to all property furnished in-kind by the Department shall remain with the Department.

C. Personal or real property for which the grantee was reimbursed under this agreement will be accounted for on the property records or inventories of the grantee and will be disposed of only with written permission of the Department.

D. Title to all personal property acquired by the grantee, including purchase by lease-purchase agreement, for the cost of which the grantee is to be reimbursed under this Agreement shall vest in the grantee during the term of this Agreement. Upon cancellation or termination of this Agreement, disposition of such purchased personal property which has remaining useful life shall be made in accordance with the following provisions:

1. The grantee and the Department may agree to transfer at no cost any item of such purchased property to another grantee designated by the Department. Title to all transferred property shall vest in the designated grantee during the term of its Agreement. Additionally, the Department will reimburse the grantee for its proper share, if any, of the value of the remaining life of the property as provided in 15 C. 2. and upon prior approval for the shipping costs resulting from the transfer.

2. If the grantee wishes to retain any items of such purchased property, both parties will arrange for an independent third-party appraisal of the property items and the grantee will reimburse the Department for the value of the remaining life of the property on the basis of such appraisal, where appropriate depreciation tables may be substituted for an independent appraisal.

3. With the prior written permission of the Secretary of Aging and the approval of the Governor's Office of Budget and Administration, grantee will sell the property and reimburse the Department for its appropriate share, providing the Department is notified ten (10) days in advance of the sale.

E. All property furnished by the Department or personal property acquired by the grantee, including purchase by lease-purchase agreement, for which the grantee is to be reimbursed under this Agreement shall be deemed Commonwealth property for the purpose of section E., F., and G., of this provision.

F. Grantee shall maintain and administer in accordance with sound business practice a program for the maintenance, repair, protection, preservation and insurance of Commonwealth property so as to assure its full availability and usefulness.

G. The Commonwealth property and any property purchased under this Agreement shall, unless otherwise provided herein or approved in writing by the Department and the Governor's Office of Administration, be used only for the performance of this Agreement.

H. In the event that grantee is indemnified, reimbursed, or otherwise compensated for any loss or destruction of or damage to the Commonwealth property, he shall use the proceeds to repair, renovate or replace the Commonwealth property involved, or shall credit such proceeds against the cost of the work covered by the Agreement or shall otherwise reimburse the Department as directed by the Department.

I. Any products provided to the Commonwealth, as part of the grantee's performance of this service Agreement shall meet the minimum percentage levels for total recycled content and post-consumer recycled content in accordance with the List of Products and Procurement Guidelines available from the PA Department of General Services



**16. AGREEMENT SUBJECT TO LAWS AND REGULATIONS**

This Agreement is subject to the provisions of all pertinent federal, state and local laws and regulations and all amendments made thereto. Definitions of service, eligibility of recipients of service and other limitations on the purchase of the services established in this Agreement are subject to modification by amendments to Federal, State and Local laws and regulations without further notice to the grantee.

**17. INTERESTS OF MEMBERS OF THE COMMONWEALTH AND OTHERS**

No officer, member or employee of the Commonwealth and no member of its General Assembly, who exercises any functions or responsibilities under this Agreement, shall participate in any decision relating to this Agreement which affects their respective personal interest or the interest of any corporation, partnership, or association in which, directly or indirectly, they may be interested; nor shall any such officer, member or employee of the Commonwealth or members of its General Assembly have any interest, direct or indirect, in this Agreement or the proceeds thereof.

**18. INTEREST OF GRANTEE**

The grantee covenants and agrees that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. The grantee further covenants and agrees that in the performance of this Agreement, it shall not knowingly employ any person having such interest. Grantee further certifies that no member of the board of the grantee or any of its officers or directors have such an adverse interest.

**19. TERMINATION OF AGREEMENT**

A. Termination for Default - If, through any cause, the grantee shall fail to fulfill in timely or proper manner its obligations under this Agreement, or if the grantee shall violate any of the covenants or stipulations of this Agreement, the Department shall thereupon have the right to terminate this Agreement by giving written notice to the grantee of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, photographs and reports or other material prepared by the grantee under this Agreement shall, at the option of the Department, become its property, and the grantee shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Notwithstanding the above, the grantee shall not be relieved of liability to the Department of damages sustained by the Department by virtue, in any manner or degree, of the grantee's nonperformance of its services hereunder; however, such damages shall not exceed the amount of this Agreement.

B. Termination for Convenience - The Department or grantee may terminate this Agreement at any time by giving written notice to the other party of such termination by specifying the effective date thereof, at least thirty (30) days before the effective date of such termination.

20. **ASSIGNABILITY**

The grantee shall not assign any interest in this Agreement and shall not transfer any interest in the same (whether by assignment or novation), without the prior written approval of the Department thereto, which shall be attached to the original Agreement, and subject to such conditions and provisions as the Department may deem necessary. No such approval by the Department of any assignment shall be deemed in any event or in any manner to provide for the incurrence of any obligation of the Department in addition to the total agreed-upon price: PROVIDED, however, that claims for compensation due or to become due the grantee from the Commonwealth under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly in writing to the Department.

21. **COVENANT AGAINST CONTINGENT FEES**

The grantee warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee (excepting bona fide employees or bona fide established commercial or selling agencies maintained by the grantee for the purpose of securing business). For breach or violation of this warranty, the Commonwealth shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the consideration otherwise due under the Agreement, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

22. **AVAILABILITY OF FUNDS**

The obligations of the Commonwealth under this Agreement are subject to the availability and appropriation of funds by the federal government under the Older Americans Act, 42 U.S.C. § 3001 et seq., and by the Commonwealth through its Lottery Fund and its General Fund.

23. **DISASTERS**

If, during the terms of the Agreement, the Commonwealth's premises are so damaged by flood, fire, or other Acts of God as to render them unfit for use, then the Department shall be under no liability or obligation to the grantee hereunder during the period of time there is no need for the services provided by the grantee except to render compensation which the grantee was entitled to under this Agreement prior to such damage.

## 24. **RIGHT TO KNOW LAW**

a. The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, applies to this Grant Agreement.

b. Unless the Grantee provides the Department, in writing, with the name and contact information of another person, the Department shall notify the Grantee using the Grantee information provided by the Grantee in this Agreement. If the Department needs the Grantee's assistance in any matter arising out of the Right to Know Law. The Grantee shall notify the Department in writing of any change in the name or the contact information within a reasonable time prior to the change.

c. Upon notification to the Grantee that the Department has received a request for records under the RTKL related to this Grant 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 Grantee, 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 Grant that the Department reasonably believes is Requested Information and may be a public record under the RTKL; and
2. Provide such other assistance as the Department may reasonably request, in order to comply with the RTKL with respect to this Grant.

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 Department 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 Department will rely upon the written statement from the Grantee in denying a RLKL request for the Requested Information unless the Department determines that the Requested Information is clearly not protected from disclosure under the RTLK. Should the Department determine that the Requested Information is clearly not exempt from disclosure, the Grantee shall provide the Requested Information with five (5) business days of receipt of written notification of the Department'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 Department harmless for any damages, penalties, costs, detriment or harm that the Department may incur as a result of the Grantee's failure, including any statutory damages assessed against the Department.

g. The Department 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 Department's decision to release a record the public with the Office of Open Records, or in the Pennsylvania Courts, however, the Grantee shall indemnify the Department for any legal expenses incurred by the Department as a result of such a challenge and shall hold the Department harmless for any damages, penalties, costs, detriment or harm that the Department may incur as a result of the Grantee's failure, including any statutory damages assessed against the Department, 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 Department'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 Grant and shall continue as long as the Grantee has Requested Information in its possession.

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

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## AUDIT CLAUSE A – SUBRECIPIENT

### Local Governments and Nonprofit Organizations

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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

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

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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

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6. Management letter comments.

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

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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](mailto: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](mailto: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.



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

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**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

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

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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]

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## AUDIT CLAUSE B – SUBRECIPIENT For-Profit Organizations

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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.

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

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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.

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

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**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](mailto: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](mailto: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.

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**SUBRECIPIENT AUDIT CLAUSE B**  
**For-Profit Organization**

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**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

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**AUDIT CLAUSE B**  
**For-Profit Organization**  
**ENCLOSURE I**

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**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](http://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](http://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](http://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 that 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:**

### PARTICIPANT ASSURANCES

#### 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.
- Develop and implement strategies to recruit applicants who have priority of service as defined in OAA section 518(b) (1)-(2) and by the Jobs for Veterans Act (JVA). Individuals with priority include those who:
  - Are covered persons in accordance with the JVA (covered persons who are SCSEP-eligible must receive services instead of or before 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 through the One-Stop Delivery System;
  - Are homeless or are at risk for homelessness.

#### Assessment

- Assess participants at least twice per 12-month period.
- Use assessment information to determine the most appropriate community service assignments (CSAs) 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 (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 transition to other services.
- Rotate participants to a new host agency (or a different assignment within the host agency) based on 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 (CSA)

- Base the initial CSA on the assessment done 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 CSA through annual monitoring.

### 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.
- Maintenance of Effort:* Ensure that CSAs 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 CSAs 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
  - CSAs
  - Training opportunities
  - Available supportive services
  - Availability of free physical examinations
  - Host agencies
- Local staff must address the topics listed above and provide sufficient orientation to applicants and participants on:

- SCSEP goals and objectives
- Grantee and local project roles, policies, and procedures
- Documentation requirements
- 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 a waiver, if applicable
- Termination policy
- Grievance procedure

#### Wages

- Provide participants with the highest applicable required wage (highest of Federal, state, or local minimum wage) for time spent in orientation, training, and community service assignments.

#### Participant Benefits

- Provide workers' compensation and the costs of physical examinations.
- Adhere to PDA's policy relating to compensation for scheduled work hours during which the participant's host agency is closed for Federal holidays.
- Adhere to PDA's policy 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 sick leave, 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.

##### *Maximum Individual Participant Duration – 48 Months*

- Allow participants to participate in the program no longer than 48 months (whether or not consecutively).
- Notify participants of the policy pertaining to the maximum duration requirement.
- Provide a 12-month, 6-month and 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.



### Termination Policies

- Provide a 30-day written notice for all 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 for:
  - 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

### Equitable Distribution

- Comply with the authorized position allocations for each county as listed in [www.scseped.org](http://www.scseped.org).

### Over-Enrollment

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

### Administrative Systems

- Ensure representation at all PDA required sub grantee trainings/meetings.
- Communicate grant policy, data collection, and performance developments and directives to staff 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 and provide training to increase local project operators' skills, knowledge, and abilities.
- When appropriate, prescribe corrective action and follow-up procedures for local project operators to ensure that identified problems are remedied.
- Monitor the financial systems and expenditures of local project operators on a regular basis to ensure compliance with cost allocations as specified in the regulations.
- Train 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 SCSEP 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, CareerLINKs, 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.

### 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 and access is limited to appropriate staff in order to safeguard personal identifying information.
- Ensure that all participant medical records are securely stored 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 (PINs) and SPARQ logins.
- Ensure that the PDA 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 its grant comply with all SPARQ access and security rules.

### Documentation

- 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 recertifications.
- 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 local projects operators 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 OMB-approved SCSEP data collection forms and the SCSEP Internet data collection and evaluation system, SPARQ.
- Ensure at the local project operator level that those capturing and recording data are familiar with the latest instructions for data collection, including DOL administrative issuances, e.g., TEGs, Data Collection and Data Validation Handbooks, and the Older Worker Community of Practice.
- Ensure data is entered directly into the WDACS/SPARQ.
- Turn over complete data files in the specified electronic format, as well as hard copy case files, to PDA when the applicant ceases to administer SCSEP.

- Enter complete data related to any participants whom the applicant acquires upon becoming a sub-recipient, including any participants who are still in the follow-up period.

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**Signature of Authorized Representative**

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**Date**