

# APPENDIX B

**GRANT AGREEMENT**

This GRANT AGREEMENT is made between the COMMONWEALTH OF PENNSYLVANIA, DEPARTMENT OF HUMAN SERVICES (“Department”), and \_\_\_\_\_ (“Grantee”), operating at \_\_\_\_\_.

WITNESSETH:

WHEREAS, the Department of Human Services, created by Act 390, approved July 13, 1957, P.L. 852, is responsible for the administration of public assistance programs in the Commonwealth (62 P.S. § 403);

WHEREAS, Section 205 of the Public Welfare Code 62 P.S. § 205, authorizes the Department to make grants of appropriated funds to programs in fields in which the Department has responsibility;

WHEREAS, the Department has received approval of federal funding (Federal Award Identification Number 93.778, Catalog of Domestic Assistance Number (CFDA) 93.778 awarded under a Health Information Technology Implementation Advanced Planning Document (IAPD) for the purposes of building Health Information Exchange (HIE) capacity in Pennsylvania through financial incentives to health information organizations (HIO) to onboard Medicaid incentive program participating providers; and

WHEREAS, the Department expects to allocate \$\_\_\_\_\_ from funds expected to be appropriated for the Public Health Gateway Onboarding Services Project;

WHEREAS, the Grantee will operate the Program described in detail in Rider 2 to this grant, which program meets the Department’s standards; and

WHEREAS, the Grantee was selected to receive this grant in accordance with the Department’s established grant policy and procedure.

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

1. The term of this grant shall be from \_\_\_\_\_ to September 30, 2020.
2. The Grantee shall use the funds granted hereunder to faithfully implement the conditions of this grant and operate the program as described in Rider 2, subject to the terms and conditions contained herein.
3. The services described in Paragraph 2 above shall be provided in conformity with:

Rider 1	Payment Provisions
Rider 2	Work Statement

Rider 3 Lot 1	PHG Grant Budget or
Rider 3 Lot 2	PHG Grant Budget
Rider 4	Standard Grant Terms and Conditions
Rider 5	DHS Addendum to Standard Contract Terms and Conditions, with Attachments A (Audit Clause D) and B (Lobbying Certification and Disclosure of Lobbying Activities)

4. The Riders listed above, as they may be applicable to this grant are attached and made a part of this Grant Agreement.
5. Subject to the availability of State and Federal funds, the Department will pay the Grantee, in accordance with the terms of Rider 1, as soon as practical after the Grant Agreement has received final approval from all necessary parties. The total amount of this grant is \$\_\_\_\_\_, and no payments shall be made under this agreement in excess of that amount. At its discretion, the Department may increase or decrease this total grant amount through a Funding Adjustment as a result of changes in applicable appropriations or allocations or certifications of available funds.
6. This Grant Agreement may be cancelled by the Department, in accordance with Paragraph 18 of Rider 4, upon thirty (30) days prior written notice.
7. This Grant Agreement contains all the terms and conditions agreed on by the parties. Any modifications or waivers of this agreement shall only be valid when they have been reduced to writing, duly signed, and attached to the original of this agreement. No other agreements, oral or otherwise, regarding the subject matter of this agreement, shall be deemed to exist or to bind any of the parties hereto.