



December 28, 2022

Dear Potential Applicant:

You are invited to submit an application to the Pennsylvania Department of Health in accordance with the enclosed Request for Applications (RFA) # 67-156.

All questions regarding this RFA must be directed by e-mail to bzickler@pa.gov, no later than 12:00 p.m. on January 18, 2023. All questions must include the specific section of the RFA about which the potential applicant is requesting clarification. Answers to all questions will be posted at www.emarketplace.state.pa.us. Click on 'Solicitations' and search for the above RFA number.

Please submit one application, (Part 2 of this RFA) by email to RA-DHHEALTH_DEPT_DOC@pa.gov. The Department cannot accept secure or encrypted emails. Any submission via secure or encrypted email will be immediately discarded. Applications must be received no later than 1:30 p.m. on **February 8, 2023**. Applications can be submitted as soon as they are ready for submission; to prevent late submissions, applicants are encouraged to not wait until this closing date and time. The timestamp on the received application email in the RA-DHHEALTH_DEPT_DOC@pa.gov inbox is the final and only timekeeper to determine if the application was received by the deadline.

LATE APPLICATIONS WILL NOT BE ACCEPTED REGARDLESS OF THE REASON.

Please type "APPLICATION ENCLOSED RFA # 67-156" as the subject line of your e-mail submission.

We expect that the evaluation of applications and the selection of Grantees will be completed within eight weeks of the submission due date.

Sincerely,

Office of Procurement
For Agency Head

Enclosure

Request for Application

Teen Outreach Program Replication Partner

RFA Number
67-156

Date of Issuance
December 28, 2022

Issuing Office: Pennsylvania Department of Health
Office of Procurement
Email: RA-DHHEALTH_DEPT_DOC@pa.gov

RFA Project Officer: Bryle Zickler
Pennsylvania Department of Health
Bureau of Family Health
Division of Child and Adult Health Services
Email: bzickler@pa.gov

Teen Outreach Program Replication Partner

CONTENTS

<i>Part One: General Information</i>	1
A. Information for Applicants.....	2
B. Application Procedures	4
1. General	4
2. Evaluation of Applications	5
3. Awards.....	5
4. Deliverables	6
5. Reporting Requirements.....	7
C. Application Instructions and Required Format.....	7
1. Application Instructions	7
2. Application Format	8
3. Budget Definitions	11
<i>Part Two: Title of Application</i>	12

Application Forms and Attachments

- I. Cover Page
- II. Certifications
- III. BOP-2201 Worker Protection and Investment Certification Form
- IV. Work Statement
- V. Budget Template is downloadable and is attached for completion of the budget request

Any Grant Agreement resulting from this RFA will include certain standard terms and conditions, which will either be attached as paper appendices or incorporated by reference and may be found at <http://www.health.pa.gov/vendors>. These terms and conditions are listed below:

- Payment Provisions (Rev. 9/21)
- Standard General Terms and Conditions (Rev. 2/21)
- Audit Requirements (Rev. 8/18)
- Commonwealth Travel and Subsistence Rates (Rev. 8/18)
- Federal Lobbying Certification and Disclosure (Rev. 12/05)
- Pro-Children Act of 1994 (Rev. 12/05)

PART ONE

Teen Outreach Program Replication Partner

General Information

A. Information for Applicants

The Pennsylvania Department of Health (Department),” is the State Health Agency responsible for the administration of the Title V Sexual Risk Avoidance Education Grant Program (SRAE). Funding for SRAE is through the United States Department of Health and Human Services, Administration on Children, Youth and Families (ACYF), Family and Youth Services Bureau. The program is designed to teach youth personal responsibility, self-regulation, goal setting, healthy decision-making, a focus on the future, and the prevention of youth risk behaviors.

The Department will implement a program with SRAE funds using evidence-based strategies to affect positive youth behavior change and improve outcomes for youth. The SRAE program will provide sexual risk avoidance education and strategies through an evidence-based approach based on adolescent learning and developmental theories for the age group receiving the education and be culturally appropriate, recognizing the experiences of youth from diverse communities, backgrounds, and experiences.

The SRAE program will strive to implement strategies to build protective factors of youth to promote the optimal transition of youth living in high-risk communities, including youth in foster care, from adolescence to a healthy, productive, and connected young adulthood. A key factor in promoting this transition is improving a youth’s sense that they have achievable life prospects and a positive outlook for the future, factors that are affected by delaying sexual activity.

The Department has selected the Wyman Center’s (Wyman) Teen Outreach Program (TOP) for implementation to youth statewide. TOP is an evidence-based, positive youth development (PYD) program that promotes the healthy development of youth in grades six -12 through a combination of weekly peer group meetings, an engaging curriculum, and Community Service Learning which are all facilitated by trained facilitators who build strong, supportive relationships with youth. The TOP Curriculum includes lessons on emotion management, problem-solving, goal-setting, health and wellness, healthy decision making, self-understanding, social identity, empathy, communication, relationships, and community. The TOP model will allow the Department to provide sexual risk avoidance education and strategies with an evidence-based approach.

The TOP model uses a holistic, PYD approach to sexual health education, including comprehensive, up-to-date and medically accurate sexual health information. All youth engage in Community Service Learning, which reinforces lesson content and enhances skill development as youth plan, participate in and reflect on service learning projects. Community Service Learning is designed to help the youth make a difference and feel more connected to their community, thereby increasing their sense of self-efficacy. Including PYD as a risk avoidance strategy is important to help youth build healthy life skills and protective factors that mitigate the impact of past and future negative factors, empower youth to make healthy decisions, provide tools and resources to prevent pregnancy and sexually transmitted infections, and prevent youth engagement in other risky behaviors.

The Department will select TOP implementation sites with an anticipated total of 13 providers for the Grant Period July 1, 2023 – June 30, 2026. Furthermore, for TOP implementation, Wyman requires

a replication partnership approach. A replication partner will enter into a contract with Wyman, be responsible for monitoring the implementation sites selected by the Department and be responsible for verifying that the TOP program is implemented with fidelity by the implementation sites. The replication partner shall receive training and support from Wyman to verify the program is being implemented with fidelity and will also have access to Wyman's data collection and monitoring system, which is used to collect program-required data.

Through this RFA process, the Pennsylvania Department of Health is soliciting Grant applications for a Teen Outreach Program Replication Partner. The overall goal of this funding is to promote the successful implementation of TOP in communities across the state. The anticipated Grant Agreement term is July 1, 2023 to June 30, 2026 subject to the availability of funding. If the anticipated effective date is changed by the Department for the resulting Grant Agreement, the term is expected to remain a total of 36 months, subject to the availability of funding.

At the Department's discretion and by letter notice, the Department may renew the resulting Grant Agreement for the following term: Two one-year renewal options.

1. In the event of a renewal, the Department may choose to renew the Grant Agreement under one of the following sets of terms:
 - a) If no renewal options were previously exercised, pursuant to the terms and conditions of the final year of the original Grant Agreement; or
 - b) If a renewal option has been exercised, pursuant to the terms and conditions of the final year of the previous renewal; or
 - c) Pursuant to the terms and conditions of the original Grant Agreement as amended, including Subsequently Available Funds (SAFs), Decrease in Funding (DIF), Funding Reduction Change Orders (FRCOs), Budget Revisions, or formal Amendments; or
 - d) At a maximum percentage of 5% under one of the following conditions:
 - (i) If no renewal options were previously exercised, to increase the Grant amount to reflect cost changes based on the final budget year of the original Grant; or
 - (ii) If a renewal option has been exercised, pursuant to the terms and conditions of the final year of the previous renewal; or
 - (iii) To include any increase in work documented in a previous Amendment to the original Grant Agreement, including any SAFs, DIFs, FRCOs, Budget Revisions, or formal Amendments. The increase in work shall be limited to deliverables established in the Grant Agreement as previously amended; or
 - e) To decrease the Grant amount, provided there is no change to the scope of work being performed.

2. Notwithstanding Paragraph (1)(d) above, line-items within the budget categories of Supplies/Equipment, Travel, and Other may be eliminated or the line-item amounts decreased provided there is no alteration to the scope of work.
3. The percentage listed in Paragraph (1)(d) above, represents the maximum allowable increase per budget category and in the total Grant amount.
4. Nothing in this section is intended to permit an alteration in the scope of work of the original Grant Agreement.
5. The Department is not obligated to increase the amount of the Grant award.
6. The percentage increase set forth in Paragraph (1)(d) above, shall apply over the entire renewal term, even if the renewal term exceeds one year.
7. All renewal terms are subject to the other provisions of the resulting Grant Agreement, and the availability of funds.

Applications are welcomed from Pennsylvania-based universities, not-for-profit 501(c)(3) organizations, school districts, city or county government agencies, or community-based health or human service agencies. Additional information about how to apply, relevant and specific restrictions, and stated preferences regarding applicants are noted and outlined in Section B. Applicants are encouraged to be innovative and creative in their approach.

This RFA provides interested and eligible parties with information to prepare and submit applications to the Department. Questions about this RFA can be directed to Bryle Zickler at bzickler@pa.gov, no later than 12:00 p.m. on January 18, 2023. All questions must include the specific section of the RFA about which the potential applicant is requesting clarification. Answers to all questions will be posted under the RFA Solicitation at www.emarketplace.state.pa.us. Each applicant shall be responsible to monitor the website for new or revised RFA information. The Department shall not be bound by any information that is not either contained within the RFA or formally issued as an addendum by the Department.

In order to do business with the Commonwealth of Pennsylvania providers are required to enroll in the SAP system. Applicants may enroll by selecting “Non-Procurement” at: <https://www.budget.pa.gov/Services/ForVendors/Pages/Vendor-Registration.aspx> or by calling toll free at 1-877-435-7363. The PDF and MP4 embedded links next to “Non-Procurement” provide guidance on enrolling.

B. Application Procedures

1. General

- a) Applications must be received by the Department by the time and date stated in the cover letter. The Department will reject any late applications. The decision of the Department with regard to timeliness of submission is final.

- b) If it becomes necessary to revise any part of the application guidelines, an amendment will be posted under the RFA Solicitation at www.emarketplace.state.pa.us.
- c) The decision of the Department with regard to selection of applicants is final. The Department reserves the right, in its sole and complete discretion, to reject any and all applications received as a result of this request and to negotiate separately with competing applicants.
- d) The Department is not liable for any costs the applicant incurs in preparation and submission of its application, in participating in the RFA process or in anticipation of award of the resulting Grant Agreement.
- e) The Department reserves the right to cancel the RFA at any time up until the full execution of the resulting Grant Agreement.
- f) Awarded applicants and non-selected applicants shall not be permitted to issue news releases pertaining to this project prior to official written notification of award by the Department review committee. Any subsequent publication or media release issued by the Grantee throughout the life of the Grant using funding from this Grant Agreement must acknowledge the Department as the granting agency and be approved in writing by the Department.

2. Evaluation of Applications

All applications meeting stated requirements in this RFA and received by the designated date and time, will be reviewed by a committee of qualified personnel selected by the Department. The Review Committee will recommend applications that most closely meet the evaluation criteria developed by the Department. If the Review Committee determines that additional clarification of an application is needed, Division of Child and Adult Health Services staff and staff from the Office of Procurement will schedule an oral presentation, either in person or via a conference call, or assign a due date for the submission of a written clarification, or both.

Evaluation criteria used by the Review Committee, include:

- 1. Statement of the Problem**
- 2. Program Goals and Objectives**
- 3. Program Design and Implementation**
- 4. Performance Measures**
- 5. Feasibility and Timelines**
- 6. Capabilities and Competencies**
- 7. Budget Detail and Budget Narrative**

3. Awards

Grants will be administered through the Department.

All applicants will receive official written notification of the status of their application from the Department. Unsuccessful applicants may request a debriefing. This request must be in writing and must be received by the Division of Child and Adult Health Services within 30 calendar days of the written official notification of the status of the application. The Division of Child and Adult Health Services will determine the time and place for the debriefing. If the debriefing is held via Microsoft Teams, a link, phone number, and conference ID number will be provided. The debriefing will be conducted individually by the Division of Child and Adult Health Services staff. Comparison of applications will not be provided. Applicants will not be given any information regarding the evaluation other than the position of their application in relation to all other applications and the strengths and weaknesses in their individual application.

4. Deliverables

- a) The awarded applicant shall execute all duties and responsibilities of being a replication partner for TOP, developed by Wyman. These duties include, but are not limited to, training TOP facilitators at TOP implementation sites selected by the Department, providing on-site fidelity monitoring of TOP implementation at TOP implementation sites at least three times a year, providing technical assistance to TOP implementation sites, and collecting and analyzing data required by Wyman. The data required to be collected includes, but is not limited to, TOP Club rosters and curriculum lessons and Community Service Learning hours.
- b) The awarded applicant shall enter into an agreement with Wyman to become a TOP replication partner.
- c) The awarded applicant shall send at least two staff to all trainings and meetings required by Wyman.
- d) The awarded applicant shall plan and facilitate monthly TOP Team Meetings involving all staff involved with TOP at the awarded applicant's agency, the Department, and any contracted staff.
- e) The awarded applicant shall facilitate monthly virtual meetings with all TOP implementation sites to review program progress.
- f) The awarded applicant shall assist the Department in planning and facilitating an annual in-person TOP implementation site meeting.
- g) The awarded applicant shall purchase additional TOP curriculums as directed by the Department.
- h) The awarded applicant shall assist the Department in administering Federal Entry and Exit Surveys to TOP implementation sites. The awarded applicant shall design electronic methods for TOP implementation sites to enter and upload survey data, as well as be able to enter this data into a Federal site as required by the Federal Government.

- i) The awarded applicant shall assist the Department in program evaluation including, but not be limited to, evaluating TOP implementation to confirm the program is meeting outcomes designed by the Federal Government, and the Department.
- j) The awarded applicant shall provide, or subcontract for, trainings on diversity, inclusion, and equity for TOP implementation sites as requested by the Department. The Department anticipates a minimum of one training per year.
- k) The awarded applicant shall provide additional trainings on topics as determined by the Department.
- l) The awarded applicant shall conduct yearly assessments of agencies implementing TOP with regards to their diversity, equity, and inclusion.

5. Reporting Requirements

- a) The awarded applicant shall submit a written mid-term report of progress, issues, and activities to the Department within 180 calendar days after the Grant Agreement effective date. The mid-term report shall, at a minimum, identify if activities are proceeding according to the project plan, and explain any deviations from the project plan.
- b) The awarded applicant shall submit quarterly written reports within 15 calendar days of the quarter ending. Quarterly reports shall include a narrative detailing the activities that have been completed with the Grant funding.
- c) The awarded applicant shall submit a final report that shall include a narrative report detailing the activities completed with the Grant funding, data on the number of adolescents served and demographic data for the population served, a description and analysis of services being delivered, and a summary of the data for the outcome measures developed for the program. This report will be due 60 calendar days after the Grant Agreement has ended.
- d) The awarded applicant shall collect and report client satisfaction data measuring the quality of customer relationships and services, including feedback from the awarded applicant and the awarded applicant's clients, to the Department on an annual basis, in a format to be provided by the Department. Data will be collected using forms, surveys, focus groups or other methods provided by the Department.

C. Application Instructions and Required Format

1. Application Instructions

The following is a list of requirements.

- a) The applicant must submit one application (Part Two of this RFA), by email to RA-DHHEALTH_DEPT_DOC@pa.gov. The Department cannot accept secure or encrypted emails. Any submission via secure or encrypted email will be immediately discarded.
- b) The application must be received by the date and time specified in the cover letter. Applicants should consider that technical difficulties could arise and allow sufficient time to ensure timely email receipt. **(Late applications will be rejected, regardless of the reason). The application can be submitted as soon as it is ready for submission; to prevent late submissions, applicants are encouraged to not wait until the closing date and time in the cover letter.**
- c) Please note there is a 10MB size limitation per email. If the application exceeds 10MB, zip the file to reduce the size or submit multiple emails so the entire application is able to be received.
- d) The application must be submitted using the format described in subsection 2, below – Application Format.
- e) The Certifications Form must be completed and signed by an official authorized to bind the applicant/organization to the application.
- f) The Worker Protection and Investment Certification Form (BOP-2201) must be completed and signed by an official authorized to execute the certification on behalf of the applicant, and certify that the applicant is compliant with applicable Pennsylvania state labor and workplace safety laws.

Applicants are strongly encouraged to be brief and clear in the presentation of ideas.

2. **Application Format**

Applicants must follow the format as described below to complete Part Two of this RFA. Applications must be typewritten on 8 ½” by 11” paper, with a font size no smaller than 10 point and margins of at least ½ inch.

- a) **Cover Page** – Complete the form.
- b) **Certifications Form** – The Certifications Form must be completed and signed by an official authorized to bind the applicant/organization to the application.
- c) **Worker Protection and Investment Certification Form (BOP-2201)** – BOP-2201 must be completed and signed by an official authorized to execute the certification on behalf of the applicant, and must certify that the applicant is compliant with applicable Pennsylvania state labor and workplace safety laws.
- d) **Work Statement** – The work statement narrative must not exceed 15 pages. Provide a

narrative description of the proposed methodology addressing the following topics:

- 1. Statement of the Problem:** Applicants shall describe how implementing TOP will assist the Department in affecting positive youth behavior change and improving outcomes for youth. Applicants shall describe the need for training and demonstrate an understanding of how it will benefit TOP implementation sites. Applicants shall demonstrate an understanding of the need to provide culturally competent services without regard to race, ethnicity, gender identity, or sexual identity.
- 2. Program Goals and Objectives:** Applicants shall describe their intent to enter into an agreement with Wyman to become a TOP replication partner. Applicants shall outline the goals and objectives of their program. Applicants shall demonstrate specific, measurable objectives as quantifiable statements of the program's desired results. Objectives shall be clearly linked to how the applicant will affect positive youth behavior change and improve outcomes for youth. Goals shall be clearly stated and demonstrate that services provided are culturally, linguistically, and cognitively appropriate.
- 3. Program Design and Implementation:** Applicants shall provide detailed plans for the proposed program design and implementation. Applicants shall explain how they will accomplish goals which were outlined in Section C., Subsection 2.d.2. above. If the applicant will use partnering organizations, the application shall include memoranda of agreement from that organization. Applicants shall describe their plan to provide training to TOP facilitators as well as their plan to provide technical assistance to implementation sites. Applicants shall explain how they will monitor TOP implementation sites for program fidelity. Applicants shall describe how they will collect and analyze program data which is required by Wyman. Applicants shall describe how they will implement trainings and conduct assessments on diversity, equity, and inclusion for TOP implementation sites.
- 4. Performance Measures:** Applicants shall articulate a clear plan for monitoring and evaluating the program to confirm goals and objectives are being met. Applicants shall include a plan to track and provide data. Applicants shall also demonstrate how they will track program progress and provide a description as to how the program will identify, monitor, and overcome barriers to achieving goals and objectives as part of a continuous quality improvement process. Applicants shall describe how required Federal Entry and Exit Surveys shall be distributed to implementation sites and how the corresponding data from the surveys shall be reported back to the Department.
- 5. Feasibility and Timelines:** Applicants shall include a timeline for implementation of the proposed program. The timeline shall be a feasible plan and describe the major tasks, including trainings, required meetings, and fidelity monitoring, associated with the goals of this project, assign responsibility for each, and plot completion of each task for the duration of the award.

- 6. Capabilities and Competencies:** Applicants shall describe the qualifications of the personnel who are to be involved with the proposed programming and their experience working with youth. Resumes of personnel who will be assigned to complete tasks related to this RFA must be provided.

Additionally, include the following in the narrative:

- 1) Describe the roles and responsibilities of project staff, including qualifications and their experience working with youth. Applicants will be evaluated on whether sufficient personnel are available to carry out the deliverables. Applicants shall list any potential partners, subcontractors, Grantees, consultants, or any other individuals who will be working on tasks related to this RFA.
 - 2) Explain the program’s organizational structure and operations. This includes identifying how many employees the organization employs and how many will be associated with the proposed project.
 - 3) Demonstrate a history of successfully providing trainings, including trainings on diversity, equity, and inclusion.
 - 4) Demonstrate a history of monitoring program fidelity and program and data evaluation.
 - 5) Demonstrate the ability to work successfully in racially and ethnically diverse settings or collaborate with agencies with such experience. Demonstrate the ability to work successfully with individuals of diverse sexual orientations and gender identities or to collaborate with agencies with such experience.
- e) **Budget Detail and Budget Narrative** – Use the downloadable format to present your budget request. Instructions regarding completion of the budget can be found in the last worksheet of the downloadable excel budget file. The anticipated Grant Agreement term is July 1, 2023 to June 30, 2026. The overall 36-month budget for the application shall not exceed \$1,800,000. The budget must contain an Overall Summary in addition to a Summary with Budget Details for each year.

Overall Summary	July 1, 2023 to June 30, 2026	\$1,800,000
Year 1 Summary	July 1, 2023 to June 30, 2024	\$600,000
Year 2 Summary	July 1, 2024 to June 30, 2025	\$600,000
Year 3 Summary	July 1, 2025 to June 30, 2026	\$600,000

Applicants shall include a narrative which justifies the need to allocate funds for items in the spreadsheet of the itemized budget and demonstrates how they will maximize cost effectiveness of Grant expenditures. Applicants shall also explain how all costs are calculated, how they are relevant to the completion of the proposed project, and how they correspond to the information and figures provided in the Budget Detail Summary.

See the Budget Definitions section below for more information.

3. Budget Definitions

Personnel: This budget category shall identify each position by job title, hourly rate, and the number of hours per year allocated to the project. Fringe benefits are to be shown as a separate line-item by percentage and shall include a detailed listing of the benefits being covered.

Consultant Services: This budget category shall identify the services to be provided by each consultant including hourly rate and number of hours to be utilized under this Grant Agreement.

Subcontract Services: This budget category shall identify the services to be provided by each subcontractor under this Grant Agreement.

Patient Services: This budget category is not applicable and must not be utilized.

Equipment: This budget category shall reflect the actual or projected cost of any equipment \$5,000 or greater. Justification for the purchase of any equipment must be included. Purchase of equipment is not a priority of the Department.

Supplies: This budget category shall reflect expected costs for general office supplies including personal computers and facsimile machines valued at less than \$5,000, needed to support this project.

Travel: This budget category shall include anticipated expenditures for travel including mileage, hotels and meals.

Other: This budget category shall be used for anticipated expenditures that do not fit into any of the other budget categories such as telephone, printing, postage, and indirect costs (overhead, general, and administrative). Indirect rates cannot exceed the provider's Federally approved indirect cost rate schedule. In the description area under OTHER COSTS include the % that the rate reflects, identify the budget categories to which the rate was applied, and list the specific items that the indirect is paying for.

PART TWO

Pennsylvania Department of Health
Bureau of Family Health
Division of Child and Adult Health Services

Teen Outreach Program Replication Partner

Request for Applications (RFA) # 67-156



COVER PAGE
RFA ##67-156

Applicant Name: _____
(Organization or Institution)

Type of Legal Entity _____
(Corporation, Partnership, Professional Corporation, Sole Proprietorship, etc.)

Federal I.D.#: _____ **Grant Amount:** \$ _____

SAP Vendor #: _____

Address: _____

City _____ **County** _____ **State** _____ **Zip Code** _____

Application Contact Person: _____

Title: _____

Telephone No.: _____ **Fax:** _____ **E-mail:** _____

CERTIFICATIONS

1. Certification Regarding Debarment and Suspension

- a. The Contractor certifies, in writing, for itself and all its subcontractors required to be disclosed or approved by the Commonwealth, that as of the date of its execution of this Bid/Contract, that neither the Contractor, nor any such subcontractors, are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the Contractor cannot so certify, then it agrees to submit, along with its Bid/Contract, a written explanation of why such certification cannot be made.
- b. The Contractor also certifies, in writing, that as of the date of its execution of this Bid/Contract it has no tax liabilities or other Commonwealth obligations, or has filed a timely administrative or judicial appeal if such liabilities or obligations exist, or is subject to a duly approved deferred payment plan if such liabilities exist.
- c. The Contractor's obligations pursuant to these provisions are ongoing from and after the effective date of the Contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to inform the Commonwealth if, at any time during the term of the Contract, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if it or, to the best knowledge of the Contractor, any of its subcontractors are suspended or debarred by the Commonwealth, the Federal government, or any other state or governmental entity. Such notification shall be made within 15 days of the date of suspension or debarment.
- d. The failure of the Contractor to notify the Commonwealth of its suspension or debarment by the Commonwealth, any other state, or the Federal government shall constitute an event of default of the Contract with the Commonwealth.
- e. The Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of State Inspector General for investigations of the Contractor's compliance with the terms of this or any other Agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the Contractor. Such costs shall include, but shall not be limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.
- f. The Contractor may obtain a current list of suspended and debarred Commonwealth Contractors by either searching the Internet at <http://www.dgs.state.pa.us/> 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

IF THE CONTRACTOR INTENDS TO USE ANY SUBCONTRACTORS, LIST THEIR NAMES(S), ADDRESS(ES), AND FEDERAL IDENTIFICATION OR SOCIAL SECURITY NUMBER(S) IN THE SPACE BELOW.

2. Certification Regarding Application/Proposal/Bid Validity

This application/proposal/bid shall be valid for a period of 60 days following the time and date designated for bid opening of applications/proposals/bids received in response to this Request for Application/Request for Proposal/Invitation for Bid #67-156.

BY SIGNING BELOW, THE APPLICANT, BY ITS AUTHORIZED SIGNATORY, IS BINDING ITSELF TO THE ABOVE TWO CERTIFICATIONS.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
APPLICANT ORGANIZATION	ADDRESS OF ORGANIZATION
DATE SUBMITTED	CONTRACTOR'S FEDERAL I.D. OR S.S. NUMBER



WORKER PROTECTION AND INVESTMENT CERTIFICATION FORM

A. Pursuant to Executive Order 2021-06, *Worker Protection and Investment* (October 21, 2021), the Commonwealth is responsible for ensuring that every worker in Pennsylvania has a safe and healthy work environment and the protections afforded them through labor laws. To that end, contractors and grantees of the Commonwealth must certify that they are in compliance with Pennsylvania’s Unemployment Compensation Law, Workers’ Compensation Law, and all applicable Pennsylvania state labor and workforce safety laws including, but not limited to:

1. Construction Workplace Misclassification Act
2. Employment of Minors Child Labor Act
3. Minimum Wage Act
4. Prevailing Wage Act
5. Equal Pay Law
6. Employer to Pay Employment Medical Examination Fee Act
7. Seasonal Farm Labor Act
8. Wage Payment and Collection Law
9. Industrial Homework Law
10. Construction Industry Employee Verification Act
11. Act 102: Prohibition on Excessive Overtime in Healthcare
12. Apprenticeship and Training Act
13. Inspection of Employment Records Law

B. Pennsylvania law establishes penalties for providing false certifications, including contract termination; and three-year ineligibility to bid on contracts under 62 Pa. C.S. § 531 (Debarment or suspension).

CERTIFICATION

I, the official named below, certify I am duly authorized to execute this certification on behalf of the contractor/grantee identified below, and certify that the contractor/grantee identified below is compliant with applicable Pennsylvania state labor and workplace safety laws, including, but not limited to, those listed in Paragraph A, above. I understand that I must report any change in the contractor/grantee’s compliance status to the Purchasing Agency immediately. I further confirm and understand that this Certification is subject to the provisions and penalties of 18 Pa. C.S. § 4904 (Unsworn falsification to authorities).

<i>Signature</i>	<i>Date</i>
<i>Name (Printed)</i>	
<i>Title of Certifying Official (Printed)</i>	
<i>Contractor/Grantee Name (Printed)</i>	

Work Statement

See Part One, General Information; Section C, Application Instructions and Required Format; Subsection 2d Work Statement for completion instructions.

The following language is required to be included in the Work Statement:

Pursuant to Executive Order 2021-06, Worker Protection and Investment (October 21, 2021), the Commonwealth is responsible for ensuring that every Pennsylvania worker has a safe and healthy work environment and the protections afforded them through labor laws. To that end, Contractors and Grantees of the Commonwealth must certify that they are in compliance with all applicable Pennsylvania state labor and workforce safety laws. Such certification shall be made through the Worker Protection and Investment Certification Form (BOP-2201) and submitted with the application.

Budget Template

See Part One, General Information; Section C, Application Instructions and Required Format; Subsection 2e Budget for completion instructions.

PAYMENT PROVISIONS

The Department agrees to pay the Contractor for services rendered pursuant to this Contract as follows:

- A. Subject to the availability of state and Federal funds and the other terms and conditions of this Contract, the Department will reimburse the Contractor in accordance with Appendix C, and any subsequent amendments thereto, for the costs incurred in providing the services described in this Contract.
- B. This Contract may span several state fiscal periods; therefore, the Department is obligated to pay no more than the dollar amounts for each state fiscal year (SFY), for the periods of time indicated on the Budget, Appendix C. This shall not prohibit the Department from exercising its discretion to move funds unspent at the end of the SFY from one SFY to another to pay for services provided with separate written Department approval and in accordance with this Contract.
- C. Payment to the Contractor shall be made in accordance with the Budget set forth in Appendix C, and any subsequent amendments thereto, as follows:
 - 1. The Department shall have the right to disapprove any expenditure made by the Contractor that is not in accordance with the terms of this Contract and adjust any payment to the Contractor accordingly.
 - 2. Payments will be made monthly upon submission of an itemized invoice for services rendered pursuant to this Contract using the invoice format in Attachment 1 to this Appendix.
 - 3. An original invoice shall be sent by the Contractor directly to the address listed in Attachment 1 to this Appendix unless otherwise directed in writing by the Project Officer. Documentation supporting that expenditures were made in accordance with the Contract Budget shall be sent by the Contractor to the Department's Project Officer. The Department's Project Officer may request any additional information he or she deems necessary to determine whether the expenditures in question were appropriately made. The adequacy and sufficiency of supporting documentation is solely within the discretion of the Project Officer.
 - 4. The Contractor has the option to reallocate funds between and within budget categories (Budget Revision), subject to the following criteria:
 - a. General Conditions for Budget Revisions
 - i. *Budget Revisions At or Exceeding 20%.*
 - A. The Contractor shall not reallocate funds between budget categories in an amount at or exceeding 20% of the total amount of the Contract per budget year as set forth in Appendix C Budget, and any subsequent amendments thereto, without prior written approval of the Department's Project Officer.
 - B. The Contractor shall request prior written approval from the Department's Project Officer when the cumulative total of all prior Budget revisions in the budget year is 20% or greater of the total amount of the Contract per budget year.
 - C. Reallocations at or exceeding 20% of the total amount of the Contract per budget year may not occur more than once per budget year unless the Department's Project Officer finds that there is good cause for approving one additional request. The Project Officer's determination of good cause shall be final.
 - ii. *Budget Revisions Under 20%.* The Contractor shall notify the Department's Project Officer of any Budget Revision under 20% of the total amount of the Contract per budget year in writing, but need not request Department approval, except as provided for in Paragraph 4(a)(i)(B) above.

- iii. The Contractor shall obtain written approval from the Department's Project Officer prior to reallocating funding into a previously unfunded budget category or prior to eliminating all funding from an existing budget category, regardless of the percentage amount.
 - iv. The Contractor shall provide the Department's Project Officer with notice or make a request for approval prior to the submission of the next invoice based on these changes.
 - v. At no time can Administrative/Indirect cost rates be increased via a Budget Revision.
- b. Budget Revisions Relating to Personnel
- i. Any change to funds in the Personnel Category requires the approval of the Department's Project Officer, and any such change at 20% or over as set forth in Paragraph 4(a) shall be counted as one Budget Revision under that paragraph.
 - ii. The Contractor may not reallocate funds to, or move funds within, the Personnel Services Category of the Budget (Appendix C), and any subsequent amendments thereto, to increase the line items in that category unless one of the following circumstances apply:
 - A. The Contractor is subject to a collective bargaining agreement or other union agreement and, during the term of this Contract, salaries, hourly wages, or fringe benefits under this Contract are increased because of a renegotiation of that collective bargaining agreement or other union agreement. The Contractor shall submit to the Department's Project Officer written documentation of the new collective bargaining or other union agreement, which necessitates such reallocation.
 - B. The Contractor is unable to fill a position that is vacant or becomes vacant at or after the effective date of this Contract. The Contractor shall submit to the Department's Project Officer written justification for the request to increase line item amounts and reallocation of funds in connection with filling such a position in sufficient detail for the Department to evaluate the impact of that reallocation on the performance of the work of the Contract, as well as the Contractor's inability to fill the position. Justification may include, for example, documentation of salaries for the same or similar positions in the same geographic area.
 - C. The Contractor is unable to perform the work of the Contract with the existing positions, titles or classifications of staff. The Contractor may add or change a position, title or classification in order to perform work that is already required. The Contractor shall submit to the Department's Project Officer for his or her approval written justification for the request to reallocate funds in connection with changing or adding a position, title or classification, in sufficient detail for the Department to evaluate the impact of that reallocation on the performance of the work of the contract, as well as the Contractor's inability to fill current position. Justification may include, for example, documentation of salaries for the same or similar positions in the same geographic area.
 - iii. The number of positions accounted for by any one line item may not be decreased, or consolidated into one position, without prior written approval of the Department.
 - iv. All increases are subject to the availability of funds awarded under this Contract. The Commonwealth is not obligated to increase the amount of award.
 - v. This paragraph is not intended to restrict any employee from receiving an increase in salary from the Contractor based on the Contractor's fee schedule for the job classification.
5. Unless otherwise specified elsewhere in this Contract, the following shall apply. The Contractor shall submit monthly invoices within 30 days from the last day of the month within which the work is performed. The final invoice shall be submitted within 45 days of the Contract's termination date. The Department will neither honor nor be liable for invoices not submitted in compliance with the time

requirements in this paragraph unless the Department agrees to an extension of these requirements in writing. The Contractor shall be reimbursed only for services acceptable to the Department.

6. The Department, at its option, may withhold the last 20 percent of reimbursement due under this Contract, until the Project Officer has determined that all work and services required under this Contract have been performed or delivered in a manner acceptable to the Department.
 7. The Commonwealth will make payments through the Automated Clearing House (ACH). Within 10 days of award of the Contract or Purchase Order, the Contractor must submit or must have already submitted its ACH information within its user profile in the Commonwealth's procurement system (SRM). Within 10 days of the Grant award, the Grantee must submit or must have already established its ACH information in the Commonwealth's Master Database. The Grantee will also be able to enroll to receive remittance information via electronic addenda and email (e-Remittance). ACH and e-Remittance information is available at <https://www.budget.pa.gov/Services/ForVendors/Pages/Direct-Deposit-and-e-Remittance.aspx>.
 - a. The Contractor 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 Contractor to properly apply the state agency's payment to the invoice submitted (for Contracts or Purchase Orders) or to the invoice or program (for Grant Agreements).
 - b. It is the responsibility of the Contractor to ensure that the ACH information contained in SRM (for Contracts or Purchase Orders) or in the Commonwealth's Master Database (for Grant Agreements) is accurate and complete. Failure to maintain accurate and complete information may result in delays in payments.
 - c. In the event this language conflicts with language contained elsewhere in this agreement, the language contained herein shall control.
- D. The Department's determination regarding the validity of any justification or of any request for approval under this Appendix B (Payment Provisions) is final.