

## WOMEN'S SERVICE PROGRAMS GRANT AGREEMENT FOR SERVICES

This Women's Service Programs Grant Agreement is between the Commonwealth of Pennsylvania ("Commonwealth"), Department of Human Services ("DHS" or "Department") and [Grantee full legal name] ("Grantee").

The Department, created by the Act 390 of July 13, 1957, P.L. 852, No. 390, is responsible for the administration of public assistance programs in the Commonwealth. 62 P.S. § 403. Section 205 of the Human Services Code, 62 P.S. § 205, authorizes the Department to make grants of appropriated funds to programs in fields in which the Department has responsibility.

The Department issued Request for Applications ("RFA") No. 18-23, seeking qualified applicants to provide Women's Service Programs in six regions comprising all Pennsylvania counties. Grantee submitted an application/applications for region(s) \_\_\_\_\_.

After taking into consideration the evaluation criteria set forth in the RFA, the Department determined that Grantee's application/applications for region(s) \_\_\_\_\_ is/are the most advantageous to the Commonwealth.

The parties, intending to be legally bound, agree as follows:

- Effective Date. The term of this agreement is from January 1, 2024 to December 31, 2025. The Department, in its sole discretion, may extend the term of this agreement on the same terms and conditions for up to three additional one-year periods. If necessary for any extension year, the Department shall notify the Grantee of the amount of funding available for the extension year and the Grantee shall provide the Department with a revised Budget for that extension year. These revised Budgets will become part of this agreement upon written approval of the Department and the Commonwealth's Comptroller Operations.
- Services. The Grantee shall use the funds granted under this agreement to provide the services described in Rider 2, subject to the terms and conditions of this agreement.
- Riders. The Grantee shall perform the services described in Paragraph 2 in conformity with this agreement, including its Riders. The Riders listed below are incorporated and made part of this agreement:

Rider 1	Payment Provisions
Rider 2	Work Statement, consisting of RFA No. 18-23 with all addenda and Grantee's Technical Submittal
Rider 3	Budget, consisting of Grantee's Cost Submittal(s)
Rider 4	Standard Grant Terms and Conditions
Rider 5	DHS Addendum to Standard Terms and Conditions, including Attachments A, Audit Clause A/B; L, Lobbying Certification Form and Disclosure of Lobbying Activities; and W, Worker Protection and Investment Certification
- Compensation. Subject to the availability of State and Federal funds, the Department shall pay the Grantee, in accordance with the terms of Rider 1, as soon as practical after the

agreement has received final approval from all necessary parties. The total amount of this agreement is \$ [total grant amount], and no payments will be made under this agreement in excess of that amount. At its discretion, the Department may increase or decrease this total amount through a funding adjustment as a result of changes in applicable appropriations or allocations or certifications of available funds.

5. Notice. Any written notice to any party under this agreement will be deemed sufficient if delivered personally, or by electronic or digital transmission (provided such delivery is confirmed), or by a recognized overnight courier service (e.g., DHL, Federal Express, etc.), with confirmed written receipt, or by certified or registered United States mail, postage prepaid, return receipt requested, sent to the designated contacts at the addresses set forth below or to such other contact or address as such party may designate by notice given pursuant to this section:

For DHS:

[Name]  
[Position]  
[Address]  
[E-mail Address]

For Grantee:

[Name]  
[Position]  
[Address]  
[E-mail Address]

The parties may change their designated contact or address by providing written notice to the other party in the manner specified above.

6. Amendments and Modifications. No amendments or modifications of this agreement are valid unless made in writing and signed by the parties with the same formality as the original agreement.
7. Headings. The headings set forth in this agreement are for convenience only and do not constitute a substantive part of this agreement.
8. Severability. The provisions of this agreement are severable. If any phrase, clause, sentence, or provision of this agreement is declared to be contrary to the Constitution of Pennsylvania or of the United States or of the laws of the Commonwealth, its applicability to any government, agency, person, or circumstance is held invalid, the validity of the remainder of this agreement and its applicability to any government, agency, person, or circumstance will not be affected.
9. Integration. When fully executed by the parties, this agreement will be the final, complete, and exclusive agreement between the parties containing all the terms and conditions agreed

on by the parties. All representations, understandings, promises, and agreements pertaining to the subject matter of this agreement made prior to or at the time this agreement is executed are superseded by this agreement, unless specifically accepted by any other term or provision of this agreement. There are no conditions precedent to the performance of this agreement, except as expressly set forth in this agreement.

10. Counterparts. This agreement may be executed in counterparts, each of which is an original and has the full force and effect as an original but all of which constitute one and the same instrument.
11. Electronic Signatures. The agreement may be electronically signed in accordance with the Electronic Transaction Act, 73 P.S. § 2260.301 *et seq.*

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## **RIDER 1 PAYMENT PROVISIONS**

The Department will pay Grantee for the services rendered pursuant to this agreement as follows:

- A. Payment. Subject to the availability of State and Federal funds and the other terms and conditions of this agreement, the Department will reimburse the Grantee in accordance with Rider 3 for providing the services described in Rider 2, up to the maximum amount of \$\_\_\_[total grant amount]\_\_\_, as it may be adjusted pursuant to Paragraph 4 of the agreement. The Department will not make payments under this agreement that are in excess of that maximum amount. The Department will make payment to the Grantee in accordance with the Budget set forth in Rider 3 as follows:
1. The Department will reimburse Grantee on a monthly basis for actual expenditures for services provided pursuant to this agreement.
  2. The Department will disapprove any expenditures made by the Grantee that are not in accordance with the terms of this agreement and will adjust payment to Grantee or seek repayment from Grantee. Any duplication of payment requests for services rendered under this agreement may result in termination of this agreement by the Department.
  3. Living and travel expenses may be reimbursed in accordance with Rider 3, but such expenses may not exceed the rates as set forth in Management Directive 230.10, Commonwealth Travel Policy, unless the Grantee has higher rates that were established and publicized prior to entering into this agreement. Grantee shall retain itemized receipts in its files to support all claims submitted for living and travel expenses and shall make these receipts available to the Department upon request.
- B. Invoicing. Grantee must submit itemized invoices of its actual expenditures for services provided for the prior month pursuant to this agreement. The Grantee must submit invoices in accordance with the following:
1. Grantee may invoice the Department no more than once a month. All invoices are due on the 15th day of the month following the month in which services were provided.
  2. The Grantee must include on each invoice the agreement number, Grantee's SAP Vendor Number, the period covered by the invoice, the name of the person submitting the invoice, and the date the invoice is being submitted.
  3. Grantee must submit one copy of the invoice to:  
  
ra-policyofficepa.gov

Grantee shall submit the last actual invoice no later than 60 days after the expiration date of the agreement or, in the event of earlier termination or cancellation, no later than 60 days after notice to the Grantee of such termination or cancellation. The Department will not reimburse or pay Grantee for any invoice not submitted in accordance with this provision. The Department will not pay for any expenditure not claimed by Grantee in its final invoice.

- C. Interest. The Grantee shall account for all interest earned on the payments made under this agreement and use it for expenditures in accordance with the terms of this agreement. Interest income earned may only be used to increase services provided under this agreement and may not be used for administrative costs.
- D. Accounting of Expenditures. Grantee shall submit a detailed accounting of its expenditures under this agreement to the email address listed in Paragraph B.3 above within 60 days after the end of the calendar year and within 60 days after expiration or termination of the agreement. For each calendar year and at the termination or expiration of the agreement, the Grantee shall include a Supplementary Schedule that consists of a budget to actual expenditures presentation in the same format as Rider 3, Budget, including all updates and revisions. The Grantee must include all allowable and reimbursable costs for the agreement. The Department will use this Supplementary Schedule for reconciliation and settlement for the calendar year and the agreement. The Grantee shall pay to the Department all excess funds received by Grantee and any unused interest income earned on payments made to the Grantee within 75 days of the end of the calendar year and the termination or expiration of the agreement.
- E. Reallocations. The Grantee may reallocate funds among or within budget categories and line items, subject to the following criteria:
1. The Grantee must receive the Department's prior written approval for reallocations that are:
    - a. Between budget categories;
    - b. Among line items within the Personnel, Equipment and Supplies, and Other Program Costs line items;
    - c. Among line items when the reallocation exceeds 10% of a line item; or
    - d. Adding a new line item or budget category.
  2. In its sole discretion, the Department may waive the requirement for prior approval of budget reallocations.
  3. The Grantee may request approval for budget reallocations, as needed, throughout the calendar year, with all final requests being received by the Department prior to October 15 of each year. In its sole discretion, the Department may approve requests for reallocations received after October 15.

4. For all reallocations, including those that do not require the Department's prior written approval, the Grantee must submit a budget revision, which will become part of the agreement upon approval of the Department and Comptroller Operations.

F. Audit.

1. The Grantee must maintain supporting documentation for all fiscal and programmatic activity under this agreement and make this documentation available for review by the Department or its representatives upon request. Failure to provide documentation within the timeframe prescribed by the Department may result in a payment delay for outstanding invoices submitted by the Grantee.
2. This agreement is subject to audit in accordance with the Audit Clause attached as part of Rider 5.

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